

****AMENDED****

**TUESDAY, JANUARY 22, 2019
WOONSOCKET CITY COUNCIL AGENDA
CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING
7:00 P.M. – HARRIS HALL
169 MAIN STREET, WOONSOCKET, RHODE ISLAND 02895**

PUBLIC HEARING

- 18 O 66 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" Various Technical Changes.- Gendron

REGULAR MEETING

1. **ROLL CALL**
2. **PRAYER**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA FOR BOARD OF LICENSE COMMISSIONERS**
19 LC 03 Application of licenses and renewal of licenses (listing attached).
5. **CITIZENS GOOD AND WELFARE**
 (Please limit comments to five minutes)
6. **APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD JANUARY 7TH**
7. **CONSENT AGENDA**
 All items on the consent agenda are indicated with an asterisk (*).
8. **COMMUNICATIONS FROM MAYOR**
19 M 02* From Mayor re-appointing Matthew Wilson as an alternate member of the Personnel Board.
19 M 03* From Mayor appointing Steven D'Agostino as a member of the Woonsocket Housing Authority.
9. **COMMUNICATIONS FROM CITY OFFICERS**
19 CO 02* From Planning Board Chairman submitting response to request for advice & recommendation regarding Various Technical Changes.
19 CO 03* From Solicitor regarding claim of Leonoris Aquino-Mateo.
10. **COMMUNICATIONS AND PETITIONS**
19 CP 02 A request of Mr. David Silvia to address the City Council regarding clearing of snow off city streets.
19 CP 03 A request of Woonsocket Head Start to address the City Council regarding new PILOT Agreement.
19 CP 04 Request of President Gendron to address the following:
 1. Ice Skating Rink at River Island Art Park.
 2. Declaration of Homestead Exemption Update.
19 CP 05 Request of Councilman Cournoyer to address the following:
 1. Respond to Planning & Development Director Mathews' comments at the January 7, 2019 Council meeting and thereafter regarding Ordinance 19-O-05, as well as the ordinance.

11. GOOD AND WELFARE
(Five minute limit, per Council Rules of Order)

12. ORDINANCES TABLED UNTIL THIS MEETING

18 O 66 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" Various Technical Changes.-Gendron

13. ORDINANCES PASSED FOR THE FIRST TIME JANUARY 7TH

19 O 01 Ordinance in amendment of Chapter 17 Entitled "Traffic" of the Code of Ordinances of the City of Woonsocket.-Gendron

19 O 06 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Sierra, Cournoyer, Gendron & Ward

14. NEW ORDINANCES

19 O 07 In amendment of Chapter 14 Entitled, "Miscellaneous Offenses" of the Code of Ordinances, City of Woonsocket.-Gendron

19 O 08 Amending Chapter 13 Entitled, "Licenses and Permits" of the Code of Ordinances of the City of Woonsocket.-Sierra

15. NEW RESOLUTIONS

19 R 05 Authorizing the cancellation of certain taxes.-Gendron

19 R 06 Granting permission to use City property.-Gendron

19 R 07 Granting permission to use City property.-Gendron

19 R 08 Granting permission to use City property.-Gendron

19 R 09 Granting permission to use City property.-Gendron

19 R 10 Authorizing the Public Works Director and the Finance Director to enter into a contract with Constellation New Energy.-Gendron

19 R 11 Establishing a Community Development Advisory Board for the City of Woonsocket, Rhode Island.-Gendron

19 R 12 Authorizing the cancellation of certain taxes.-Gendron

19 R 13 In support of House Bill H-5053 and Senate Bill S-38.-Gendron

16. ADJOURNMENT

For additional information or to request interpreter services, or other special services for the hearing impaired, please contact City Clerk Christina Harmon-Duarte three days prior to the meeting at (401) 762-6400, or by the Thursday prior to the meeting.

Posted January 17, 2019 (Amended)

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW

CLASS F1 LIQUOR & ENTERTAINMENT

Rise Playhouse, 142 Clinton Street (February 16, 2019 - Cabaret)

RENEWALS

COIN-OPERATED MACHINE

Cowboys, 350 River Street

POOL TABLE/BILLIARDS

Cowboys, 350 River Street

QUARTERLY ENTERTAINMENT

A.A.K Inc. D/B/A Dollhouse, 570 Front Street (Exotic Dancing)

Ciro's Tavern, 42 Cherry Street (Live Band, DJ, Karaoke)

Club Lafayette, 289 Aylsworth Ave (Live Band, DJ, Karaoke)

Cowboys, 350 River St (Live Band, DJ, Karaoke)

Savini's Family Pomodoro, 467 Rathbun Street (Live Band, DJ, Karaoke)

Monday, January 7, 2019

At a regular meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Monday, January 7, 2019 at 7 P.M.

All members are present.

The prayer is read by the Clerk. The Pledge of Allegiance is given by the assembly.

19 LC 01 An application of Fazzini's to hold Class BV license at 2120 Diamond Hill Road, which was advertised for hearing on this date, is read by title, and

A public hearing was held and no one addressed the council. Upon motion of Councilman Courmoyer seconded by Councilman Ward it is voted to adjourn the public hearing at 7:05 P.M.

Upon motion of Councilman Soucy seconded by Councilman Ward it is voted that the license be granted, a voice vote on same being unanimous.

19 LC 02 Upon motion of Councilman Ward seconded by Councilors Courmoyer and Sierra it is voted that the following licenses be granted, a voice vote on same being unanimous: 12 applications for renewal of quarterly entertainment licenses, application for renewal of coin-operated machine license and 1 application for pool table license

The following persons addressed the council under citizens good and welfare: Dennis Desaulniers, Estelle Bubble, Stephen Zulawnik, Charles Lemoine and Joel Mathews.

Upon motion of Councilman Brien seconded by Councilwoman Sierra it is voted that the minutes of the regular meeting held December 17th be approved as submitted, a voice vote on same being unanimous.

Upon motion of Councilman Courmoyer seconded by Councilors Sierra and Ward it is voted that the consent agenda be approved as submitted, a voice vote on same being unanimous.

19 M 01 Upon motion of Councilman Ward seconded by Councilman Courmoyer it is voted to receive and place on file Mayor's communication appointing Steven Lima as a member of the Planning Board.

The following items were listed on the consent agenda:

19 CO 01 A communication from City Solicitor regarding claim of Marian Morrow.

19 CP 01 Monthly odor report from Jacob Engineering Group.

The following remarks are made under good and welfare:

Councilwoman Brown wished a wonderful holiday and great start to the new year. She stated she hopes that all councilors be included on agenda items.

Councilman Courmoyer spoke about police and fire contracts and requested a work session. He spoke about hiring of new police officers. He spoke about property tax sale letters re: non-utilization.

Councilwoman Sierra spoke about RFP for roof for animal shelter.

Councilman Soucy wishes everyone a Happy New Year. He wished good luck to the Lanoue's & The Red Brick Grill and thanked the Marsland's for investing again in Woonsocket. He spoke about new brewery on North Main Street. He stated it would be more effective if all councilors is more involved with everything.

Councilman Ward wished all a Happy New Year. He spoke about the issue of chickens and roosters that was brought up under citizens good and welfare. He addressed the City Solicitor re: addendum to the collecting bargaining agreement regarding new hours.

President Gendron passed.

Councilman Brien wished everyone a Happy New Year. He spoke about work session regarding Synagro.

18 O 65 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, which was passed for the first time on December 17th, is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Ward it is voted that the ordinance be passed, a roll call vote on same being unanimous.

18 O 67 An ordinance authorizing the sale of building and real property located at 65 Fifth Avenue to Stephen A. Tavernier, which was passed for the first time on December 17th, is read by title, and

Upon motion of Councilman Ward seconded by Councilman Brien it is voted that the ordinance be passed, a roll call vote on same being unanimous.

19 O 01 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances is read by title, and

Upon motion of Councilman Sierra seconded by Councilwoman Brown it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.

19 O 02 An ordinance transferring funds (City Property Division) is read by title, and

Upon motion of Councilman Brien seconded by Councilman Ward it is voted that the ordinance be passed, a roll call vote on same being unanimous.

19 O 03 An ordinance transferring funds from Miscellaneous Other Charges to Contingencies is read by title, and

A motion is made by Councilman Cournoyer seconded by Councilors Brien that the ordinance be passed, however, before this is voted on

Upon motion of Councilman Soucy seconded by Councilwoman Brown it is voted that the ordinance be tabled, however this motion is defeated on a 5-2 roll call vote with Councilors Brown and Soucy voting yes. The ordinance is then voted on and passed on a 5-2 roll call vote with Councilors Brown and Soucy voting no.

19 O 04 An ordinance transferring funds from Tax Assessment to Contingencies is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilors Brien and Sierra it is voted that the ordinance be passed, a roll call vote on same being 5-2 with Councilors Brown and Soucy voting no.

19 O 05 An ordinance amending the Code of Ordinances, City of Woonsocket Appendix C entitled "Zoning" section 4.5 is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the ordinance be passed, however before this is voted on

Upon motion of Councilman Ward seconded by Councilman Cournoyer it is voted that the ordinance be tabled, advertised for hearing and referred to the Planning Board for advice and recommendation, a voice vote on same being unanimous.

19 O 6 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances is read by title, and

Upon motion of Councilman Sierra seconded by Councilman Ward it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.

19 R 01 A resolution authorizing the cancellation of certain taxes is read by title, and

Upon motion of Councilman Brien seconded by Councilman Ward it is voted that the resolution be passed, a voice vote on same being unanimous.

19 R 02 A resolution authorizing the adoption of the 2018 Woonsocket Hazard Mitigation Plan update is read by title, and

A motion is made by Councilman Ward seconded by Councilwoman Sierra that the resolution be passed, however, before this is voted on

Upon motion of Councilman Ward seconded by Councilman Cournoyer it is voted that the resolution be amended as follows: In fourth WHEREAS delete "Foster" and in its place insert "Woonsocket". This amendment is voted on and passed unanimously on a voice vote.

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the resolution be tabled, a voice vote on same being unanimous.

19 R 03 A resolution authorizing Mayor to enter into sub recipient agreement with the Rhode Island Department of Transportation to secure \$370,000 in Federal Tip Funds for the Worrall Street/Monument Square Project is read by title, and

Upon motion of Councilwoman Sierra seconded by Councilman Brien it is voted that the resolution be tabled, a voice vote on same being unanimous.

19 R 04 A resolution re-establishing a City Council Committee to explore renewable energy options for City owned property is read by title, and

Upon motion of Councilman Brien seconded by Councilman Ward it is voted that the resolution be passed, a roll call vote on same being unanimous.

Upon motion of Councilman Ward seconded by Councilors Brien, Brown, Cournoyer and Sierra it is voted that the meeting be and it is hereby adjourned at 8:32 P.M.

Attest:

Christina Harmon Duarte

City Clerk



OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

January 2, 2019

Mr. Matthew Wilson
309 Prospect Street
Woonsocket, RI 02895

Dear Mr. Wilson:

Under the authority vested in the Office of the Mayor, in accordance with Chapter IX, Section 5, of the Woonsocket Home Rule Charter, I, Lisa Baldelli-Hunt, do hereby reappoint you as an alternate member of the Personnel Board. The start of your term will be effective immediately.

Your commitment to continue serving on this board is very much appreciated.

Sincerely,

Mayor Lisa Baldelli-Hunt

cc: Mark Ferguson, Personnel Director
Christina Duarte, City Clerk



OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

January 16, 2019

Mr. Steven P. D'Agostino
1 Taber Hill Road
North Smithfield, RI 02896

Dear Mr. D'Agostino:

Under the authority vested in the Office of the Mayor, in accordance with Rhode Island General Law § 45-25-10, I, Lisa Baldelli-Hunt, do hereby appoint you as a member of the Woonsocket Housing Authority.

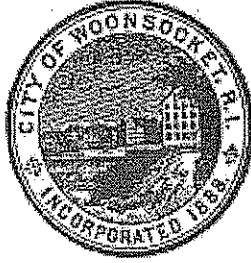
You will fill the unexpired term of Mr. David Lahousse which expires on March 8, 2019, and will continue to serve until your successor is appointed and qualified.

I am grateful for your acceptance of this appointment to the Woonsocket Housing Authority.

Very Truly Yours,


Lisa Baldelli-Hunt

cc: Marc Dubois, Chairman, Woonsocket Housing Authority
Robert Moreau, Acting Executive Director, Woonsocket Housing Authority
David Spinella, Esq.
Christina Harmon-Duarte, City Clerk



City of Woonsocket, Rhode Island

WOONSOCKET PLANNING BOARD
 c/o Department of Planning & Development
 City Hall • 169 Main Street • Post Office Box B
 Woonsocket, Rhode Island 02895-4379

**RESPONSE TO REQUEST FOR ADVICE &
 RECOMMENDATION FROM THE CITY COUNCIL**

**18-O-66 • In Amendment of the Code of Ordinances
 of the City of Woonsocket, Rhode Island,
 Appendix C, Entitled “Zoning” Various Technical Changes**

I. STATEMENT OF PURPOSE:

Regarding a proposed Amendment to the City of Woonsocket, Rhode Island’s Zoning Ordinance, as enacted December 19, 1994 and amended November 17, 2017, the City Council of the City of Woonsocket, Rhode Island, pursuant to § 45-24-52 *Adoption – Review by planning board or commission* of the Rhode Island Zoning Enabling Act of 1991, and §17.2 *Planning Board Review and Recommendations* of the Zoning Ordinance of the City of Woonsocket has referred the above titled matter to the Woonsocket Planning Board, created by Chapter X Article 6 of the Woonsocket Home Rule Charter, in accordance with §§ “(e) Submit an opinion on all proposed amendments to the city zoning ordinance, to the city council and the mayor, and report to the city council or to the mayor or any matter that may be referred to the planning board by the city council or by the mayor” for advice and recommendation.

After a public hearing conducted by the Woonsocket Planning Board at its meeting on January 8th, 2019, which was duly advertised and posted in accordance with the Rhode Island Open Meetings Act (R.I.G.L. 42-46), testimony was received on the above referenced matter, duly resolved, based by facts admitted in evidence, as follows:

II. FINDINGS OF FACTS

That the subject matter was received by the Woonsocket City Council at their regular meeting on Monday, December 17th 2018, where it was received, placed on file, ordered advertised in accordance with R.I.G.L. 45-24-53 and where it was received, placed on file, ordered advertised in accordance with R.I.G.L. 45-24-53, referred to the Woonsocket Planning Board and the Associate Director of the Rhode Island Department of Administration; all of which was accomplished.

That the Woonsocket Planning Board received an explanation of the purpose and effect of the proposed ordinance titled above from the City Planner/Administrative Officer and the staff of the Department of Planning & Development at their regularly scheduled meeting on Tuesday, January 8th, 2019.

That the City Planner/Administrative Officer and staff of the Department of Planning & Development will brief the Planning Board at the aforementioned meeting on the compliance and consistency of the titled matter with the provisions of the Woonsocket Comprehensive Plan 2012 and the "*general purposes of zoning ordinances*" as outlined in R.I.G.L. 45-24-30 and §§1.2 & 1.3 of the Zoning Ordinance of the City of Woonsocket as enacted December 19, 1994 and amended to November 17th, 2017, as follows:

(1) Promoting the public health, safety, and general welfare.

The Planning Board is convinced that the proposed addition of a Brewpub/Manufacturing (BM) license to the list of allowed liquor license in the Downtown Overlay District will not cause an undue burden towards the general public. Businesses which require a BM license do not pose a greater threat to the public health, safety, and general welfare than businesses which require other liquor licenses currently allowed in this district. The council also agrees that allowing pallet exchange businesses to operate in MU-2 (Mixed Use Commercial and Industrial) districts will also not endanger public health, safety, and general welfare as the business type is currently permitted in MU-1 (Mixed Use Residential and Commercial), I-1 (Light Industrial), and I-2 (Heavy Industrial) districts.

(2) Providing for a range of uses and intensities of use appropriate to the character of the city or town and reflecting current and expected future needs.

The Planning Board agrees that the proposed zoning ordinance will bring a new type of business to the downtown area with the potential to encourage additional commercial and economic growth. This type of business is within the scope of businesses the city would like to attract to the urban core of the city and has the potential of growing with future developments.

(3) Providing for orderly growth and development that recognizes:

(i) The goals and patterns of land use contained in the comprehensive plan of the city or town adopted pursuant to chapter 22.2 of this title;

The Planning Board is satisfied that the proposed amendment is consistent with the goals and patterns of land use contained in the Woonsocket Comprehensive Plan 2012 as recommended by the Planning Board of February 1, 2012, enacted by the Woonsocket City Council on April 4, 2012 and approved by the Director of the Rhode Island Department of Administration on April 24, 2012. The City Planner believes that the proposed Amendment promulgates the enactment of such legislation as consistent with the goals and objectives of the Plan by providing governance of such uses in a reasoned and responsible manner. The proposed zoning changes will only impact businesses and is limited to zones designated for commercial and mixed use uses.

(viii) The use of innovative development regulations and techniques

By allowing BM licenses to operate in the Downtown Overlay District without the requirement of a special use permit, the Planning Board recognizes that the process of opening a brewpub business is further streamlined which can entice business owners and entrepreneurs to open similar businesses in Woonsocket.

(15) Providing for procedures for the administration of the zoning ordinance, including, but not limited to, variances, special-use permits, and, where adopted, procedures for modifications.

The Planning Board is convinced that the proposed amendment establishes a reasoned and responsible series of procedures under the provisions of the Zoning Ordinance to protect individual rights under the Act and provide for community-wide input into the regulatory process.

- That the Woonsocket Planning Board agrees with the recommendations of the City Planner/Administrative Officer and the staff of the Department of Planning & Development in these conclusions.
- That no remonstrants appeared before the Woonsocket Planning Board to address the titled matter.

MOTION made by Member Crisafulli and seconded by Member Eappen that in accordance with the procedures for Amendments to the Zoning Ordinance of the City of Woonsocket, Rhode Island, the Woonsocket Planning Board hereby finds the proposed Amendment entitled "*In Amendment of the Code of Ordinances of the City of Woonsocket, R.I. Appendix C, Entitled "Zoning" Various Technical Changes*" is consistent with Woonsocket Comprehensive Plan Amendment 2012 and the General Purposes of Zoning Ordinances as contained in R.I.G.L. 45-24-30.

Vote on the Motion:

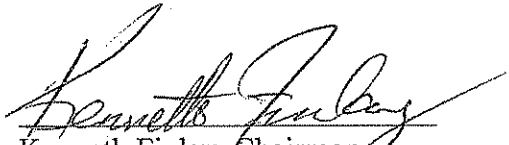
Secretary Crisafulli	yes
Member Eappen	yes
Chairman Finlay	yes
Vice Chairman Lima	absent
Member Pratt	yes


Vote: 4-0-1

III. CERTIFICATION:

This is to certify that the above statement of *Finding of Facts & Decision* reflects the action of the Woonsocket Planning Board at their regularly scheduled meeting of October 2, 2018, a quorum being present throughout, in accordance with R.I.G.L. §45-24-52 and §17.2 of the *Zoning Ordinance of the City of Woonsocket, Rhode Island, As Amended*. This is true and accurate recording of such action and is intended to be a part of the official record of the Woonsocket Planning Board.

Certified:


Kenneth Finlay, Chairman
Woonsocket Planning Board


Ian McElwee, City Planner
Administrative Officer

Dated: January 9th, 2019



19 CO 03

CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

January 16, 2019

Woonsocket City Council
169 Main Street
P.O. Box B
Woonsocket, RI 02895

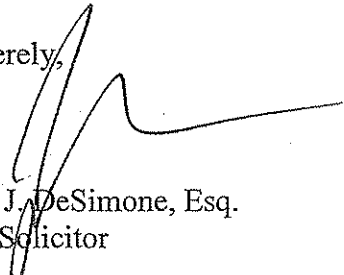
RE: Leonoris Aquino-Mateo, DOI: December 5, 2018

Dear Councilors:

Attached, please find a notice of representation, which was received by the City related to an incident that occurred on December 5, 2018 at the Leo Savoie Elementary School. I recommend that the City refer this notification to the Rhode Island Interlocal Trust, who provides coverage for such claims under the City's policy of insurance.

If you have any questions or concerns, please do not hesitate to contact me

Sincerely,



John J. DeSimone, Esq.
City Solicitor

JJD/ps
Enclosure

LAW OFFICES

BRIAN CUNHA

& ASSOCIATES
January 8, 2019

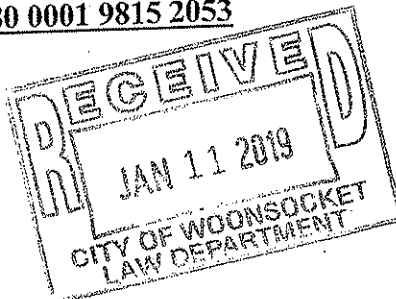
BRIAN R. CUNHA, ESQ.**
NELIA CAMARA DE STEFANO, ESQ.**

KAREN A. ALEGRIA, ESQ.**
HONEY POLNER, ESQ., R.N.
SHARON D. SYBEL, ESQ.**

**MEMBER MA & RI BAR

Sent via Regular Mail & Certified Mail
Return Receipt Requested No. 7018 0680 0001 9815 2053

Mayor Lisa Baldelli-Hunt
Woonsocket City Council
Woonsocket City Hall
169 Main Street
PO Box B
Woonsocket, RI 02895



904 BROADWAY
E. PROVIDENCE, RI 02914
(401) 434-5300

FAX: (401) 431-1958

WEBSITE: www.briancunha.com

brian@briancunha.com
nel@briancunha.com
karen@briancunha.com
honey@briancunha.com
sharon@briancunha.com

RE: Client: Leonoris Aquino-Mateo
Date of Loss: December 5, 2018
Location: Leo Savoie Elementary School, 990 Mendon Road

Dear Mayor Baldelli-Hunt:

Please be advised that this office has been retained to represent the interests of Leonoris Aquino-Mateo relative to injuries she sustained in an incident on December 5, 2018. At that time, Ms. Aquino-Mateo was volunteering at the Leo Savoie Elementary School book fair. The book fair was held in the main entrance and set up across from the Principal's office. Behind the setup was a wall that segregated a separate room. This wall stopped two (2) feet below the ceiling. At some time (approximately 4 and a half years ago), the fire department did or hired someone to install steel plates in the 2 feet space above the wall to keep each sprinkler spraying on its respective side of the room.

A steel plate, approximately 1/8" thick and 10x14", fell from the ceiling and hit Ms. Aquino-Mateo square on the head. She lost consciousness and was taken to Landmark Medical Center via ambulance, where the laceration was closed with 5 staples and she was treated for a traumatic brain injury.

It is our position that the town (fire department) negligently installed said steel plates and the school department knew or should have known this was a dangerous condition that could cause foreseeable harm.

If you have any form of insurance for this type of loss, please contact your insurer and/or forward this letter to your insurance carrier forthwith. If you are not insured, please contact the undersigned within five (5) days of your receipt of this letter.

Thank you for your attention to this matter.

Very truly yours,
Brian Cunha & Associates, PC

Karen A. Alegria
Karen A. Alegria, Esquire

KAA/rla

cc: Christina Harmon-Duarte, City Clerk
City Clerk's Office
Woonsocket City Hall
169 Main Street
PO Box B
Woonsocket, RI 02895
Sent via Regular Mail & Certified Mail
Return Receipt Requested No. 7018 0680 0001 9815 2046

Duarte, Chris

From: cmsmailer@civicplus.com on behalf of Contact form at City of Woonsocket RI
[cmsmailer@civicplus.com]
Sent: Thursday, January 3, 2019 2:10 PM
To: Duarte, Chris
Subject: [City of Woonsocket RI] Clearing of Snow of City Streets (Sent by David A Silvia, davidsilvia60@gmail.com)

Hello cduarte,

David A Silvia (davidsilvia60@gmail.com) has sent you a message via your contact form (<https://www.woonsocketri.org/user/291/contact>) at City of Woonsocket RI.

If you don't want to receive such e-mails, you can change your settings at <https://www.woonsocketri.org/user/291/edit>.

Message:

I would request to be placed on the next council agenda regarding this subject. Please advise of date and time of the next meeting



Woonsocket Head Start
Child Development Association, Inc.

204 Warwick Street
Woonsocket, RI 02895
401.769.1850
401.769.1854
www.whscda.org



Ms. Christina Duarte
City Clerk
City of Woonsocket
160 Main St
Woonsocket, RI 02895

Dear Ms. Duarte,

It was a pleasure speaking with you. Per your instruction, I'm writing to formally request a work session with the council. This is in regards to our request for a new PILOT agreement.

At your earliest convenience please let me know when the session is scheduled for and if any further information is needed from me.

I appreciate all of your assistance with this matter and look forward to your response.

All the best,

Elyse Lemery

Administrative Secretary



Woonsocket Head Start
Child Development Association, Inc.

204 Warwick Street
Woonsocket, RI 02895
401.769.1850
401.769.1854
www.whscda.org



Ms. Christina Duarte
City Clerk
City of Woonsocket
160 Main St
Woonsocket, RI 02895
June 13, 2018

Dear Ms. Duarte,

I am writing on behalf of the Board of Directors of Woonsocket Head Start Child Development Association, Inc. (WHSCDA) to request a new PILOT agreement. Although it is our opinion that Woonsocket Head Start Child Development Association, Inc, a non-profit charitable corporation, is exempt from property taxes according to RI General Law 44-3-3 (8) we are aware that city services cost money and would like to continue to contribute to the tax base.

As part of this process we ask that the agency's many tangible contributions to strengthening the local community be considered;

Currently more than 35% of our agency's workforce lives in the city of Woonsocket.

We are now providing Early Head Start services to 8 Woonsocket families and 36 parents of children in our Benoit-Brown Children's Center on Mendon Rd, more than 50% of our enrollment, are employed at CVS corporate headquarters.

Woonsocket Head Start Child Development Association, Inc. is proud to work in partnership with the Woonsocket School System. As a matter of fact our agency is now working on a RIDE approved pilot model of Itinerant Special Education Services with the school department. This will turn into savings for the school system down the road.

By providing high quality early education and care we are empowering families in their quest for continuing education and advancing their careers. In addition, research has clearly shown a link between high quality early education and improved 3rd grade reading scores-which then leads to higher graduation rates.

I've just listed a few of the tangible contributions WHSCDA produces in serving the families and children in the City of Woonsocket. We appreciate your consideration of a continuation of our previous PILOT Agreement and look forward to continuing this process.

Sincerely,

Mary Varr

Executive Director



CITY OF WOONSOCKET
RHODE ISLAND

LEGISLATIVE DEPARTMENT
COUNCILMAN
DANIEL M. GENDRON

RES. (401) 769-4458
EMAIL: dangendron1@verizon.net

January 16, 2019

City of Woonsocket
Attention: Ms. Christina Duarte – City Clerk
169 Main Street
Woonsocket, RI 02895

Delivered via email to cduarte@woonsocketri.org

RE: Agenda Items for January 22, 2019 Council Meeting

Dear Madam Clerk,

Please include this letter in the January 22, 2019 City Council meeting agenda and docket under Section 10, Communications and Petitions, as I would like to discuss the below noted items at the meeting.

As such, please list each of the below items as individual agenda items for discussion under Section 10 of the Agenda:

1. Ice Skating Rink at River Island Art Park
2. Declaration of Homestead Exemption Update

Thank you,

Daniel M. Gendron

James Cournoyer
183 Glen Road
Woonsocket, RI 02895

January 16, 2019

City of Woonsocket

Attention: Ms. Christina Duarte – City Clerk

169 Main Street

Woonsocket, RI

02895

Delivered via email to cduarte@woonsocketri.org

RE: January 22, 2019 City Council Agenda Items

Dear Madam Clerk:

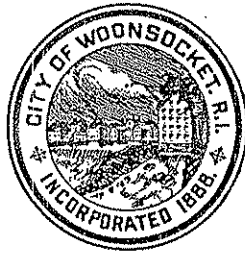
Under *Communications and Petitions* of the Woonsocket City Council's meeting agenda for the January 22, 2019 meeting, please be advised that I would like to address the following:

1 – Respond to Planning & Development Director Mathews' comments at the January 7, 2019 Council meeting and thereafter regarding Ordinance 19-O-05, as well as the ordinance.

Thank you.


James Cournoyer

**City of Woonsocket
Rhode Island**



December 17, A.D. 2018

Ordinance

Chapter

**IN AMENDMENT OF THE CODE OF ORDINANCES,
CITY OF WOONSOCKET, RHODE ISLAND
APPENDIX C, ENTITLED "ZONING"
VARIOUS TECHNICAL CHANGES**

- WHEREAS,** The Woonsocket City Council has established the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, entitled "Zoning" to define permitted uses; and
- WHEREAS,** The Woonsocket City Council established the Downtown Overlay District to "allow additional permitted uses" to reduce the amount of vacant store fronts and reestablish the Main St as the cultural center of the city; and
- WHEREAS,** The State of Rhode Island has established a license for a Brewpub/Manufacturing (BM) License that is not mentioned in Section 12.5-1(7) Downtown Overlay District "Tavern, bar lounge, pub or other establishments where alcoholic beverages are sold under the authority of a BL, BV, or C license limited to C-1, MU-1, and MU-2 zones."
- WHEREAS,** Section 4.6.7(e) of the zoning ordinance allows "pallet exchange facilities" by City Council Resolution in an Mixed Use-1 (MU-1) zoning district and by right in the Industrial 1 and 2 (I-1 and I-2) zones. It is a prohibited use in the Mixed Use 2 (MU-2) zone.
- WHEREAS,** The zoning ordinance defines the Mixed Use 2 (MU-2) zone as "Mixed Use Industrial/Commercial District, primarily for the conduct of manufacturing and other industrial uses which do not involve excessive smoke, odor, or noise; and/or the conduct of retail trade, administrative and professional services and service to the general public. Also permits accessory residential uses limited to persons conducting primary industrial or commercial uses. A minimum of six thousand (6,000) square feet is required per lot.
(Ch. No. 6585, Sec. 1,4-5-99)

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

Section 1. The Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, entitled "Zoning" is hereby amended as follows:

Add the following to Section 4.6:

(5) Tavern, bar, lounge, pub or other establishment where alcoholic beverages are sold under the authority of a Brewpub/Manufacturing (BM) BL, BV or C license.

Add the following to Section 12.5-1:

(7) Tavern, bar, lounge, pub or other establishment where alcoholic beverages are sold under the authority of a Brewpub/Manufacturing (BM) BL, BV or C license limited to C-1, MU-1 and MU-2 zones.

Amend **18.1 Definitions by adding:**

17.) Brewpub/Manufacturing (BM). A manufacturer's license that authorizes the holder to establish and operate a brewery, distillery, or winery at the place described in the license for the manufacture of beverages within this state. The license does not authorize more than one of the activities of operator of a brewery or distillery or winery and a separate license shall be required for each plant.

Re-number definitions hereafter.

Zoning District	R-1	R-2	R-3	R-4	MU-1	C-1	C-2	MU-2	I-1	I-2	PR-1	PR-2
7. Storage or warehouse uses, excepting those listed below which are permitted as shown	NP	NP	NP	NP	NP	NP	NP	S	P	P	NP	NP
c. Pallet exchange facility	NP	NP	NP	NP	P*	NP	NP	NP P	P	P	NP	NP

4.6 Commercial Uses amended by:

Section 2. This Ordinance shall be immediately referred by the City Clerk in writing to the Woonsocket Planning Board for study and recommendation as to potential action.

Section 3. The City Council shall schedule a public hearing to consider this ordinance within sixty-five (65) days of receipt, and shall give notice of said hearing by publication in the *Woonsocket CALL* at least once each week for three (3) consecutive weeks prior to the date of said hearing. Such newspaper notice shall be published as a display advertisement, using a type size at least as large as the normal type size used by the newspaper in its news articles, and shall:

- (1) Specify the place of said public hearing and the date and time of its commencement;
- (2) Indicate that amendment of the zoning ordinance, or part thereof, is

- (3) under consideration;
- (4) Contain a statement of the proposed amendments to the ordinance and map once in its entirety, with the second and third publication referencing the date of the first publication;
- (5) Include one or more maps showing existing and proposed zoning district boundaries, existing streets and roads including their names, and the city and town boundaries where appropriate.
- (6) Advise those interested where and when a copy of the matter under consideration may be obtained or examined and copies; and
- (7) State that the proposal shown thereon may be altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any such alterations or amendments must be presented for comment in the course of said hearing.

Section 4. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above shall be sent by the City Clerk to the Associates Director of the Division of Planning of the Rhode Island Department of Administration.

Section 5. This Ordinance shall be enacted in accordance with the provisions of Sections 45-24-27 and 45-24-72 of the Rhode Island General Laws, and amended, and shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Daniel Gendron
City Council President
(By request of the Administration)

IN CITY COUNCIL December 17, 2018 - Read by title, tabled, referred to Planning Board for advice and recommendation and to be advertised for public hearing.
Unanimously roll call vote.



CITY OF WOONSOCKET, RHODE ISLAND
DEPARTMENT OF THE ZONING OFFICIAL AND ADA COMPLIANCE OFFICER

Email: cjohnson@woonsocketri.org

401-767-6400 ext. 2966

MEMORANDUM

To: The Honorable Woonsocket City Council

CC: Christina Harmon-Duarte, City Clerk
John DeSimone, Solicitor

From: Carl Johnson, Zoning Official
Ian McElwee, City Planner

Date: December 12, 2018

RE: **Revision of sections 4.6.7(e) Pallet Exchange Facilities and 12.5-1(7) Downtown Overlay District pertaining to Tavern, Bar, Lounge, Pub and other establishments in the Woonsocket Zoning Ordinance**

Honorable City Councilors,

The Planning and Development Department is respectfully requesting the Council consider the two revisions to the Zoning Ordinance as it is stated in the accompanying proposed ordinance. The revisions are to clean up some language that is inconsistent with the goals of the ordinance.

First, with the popularity of micro-brew pubs the City Council voted as part of the "Downtown Overlay District" that allows by right a "Tavern, bar, lounge, pub or other establishment where alcoholic beverages are sold under the authority of a BL, BV or C license limited to C-1, MU-1 and MU-2 zones." The Rhode Island Department of Business Regulations also issues a Brewpub/Manufacturing (BM) License that is not included in the zoning ordinance language. The language set forth in DBR regulations Chapter 30 Commercial Licensing; Subchapter 10-Liquor Part 1 states in part.

1.4.6 Class B-M License:

(b) The holder of a brewpub manufacturer's **license shall conform to the same laws and regulations pertaining to a Class BV alcoholic beverage license.**

It is the opinion of this department that since the state statute requires an applicant to "conform to the same laws and regulations pertaining to a Class BV alcoholic beverage license" that adding this license as part of language in section 12.5-1(7) is consistent with the intent of the ordinance that was approved by the council. The applicant will still have a noticed public hearing as part of the licensing procedure through RIDBR.

The second proposed revision regards pallet exchange facilities. The current use table in Section 4.6.7(e) of the zoning ordinance allows "pallet exchange facilities" by City Council Resolution in an Mixed Use-1 (MU-1) zoning district and by right in the Industrial 1 and 2 (I-1 and I-2) zones. It is a prohibited use in the Mixed Use 2 (MU-2) zone which allows for industrial uses.

The zoning ordinance defines the Mixed Use 2 (MU-2) zone as "Mixed Use Industrial/Commercial District, primarily for the conduct of manufacturing and other industrial uses which do not involve excessive smoke, odor, or noise; and/or the conduct of retail trade, administrative and professional services and service to the general public. Also permits accessory residential uses limited to persons conducting primary industrial or commercial uses. A minimum of six thousand (6,000) square feet is required per lot.

I have included the timeline for Planning Board Review and Public Hearings. Please feel free to reach out to Ian or myself if you have any questions. I will be present for the public hearing on January 21, 2019 to answer any

Respectfully,

Carl J. Johnson
Zoning Official

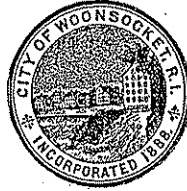
Ian McElwee
City Planner

ORDINANCE SCHEDULE

Revision of Zoning Ordinance Technical change to Downtown Overlay District Pallet Exchange Facilities

CITY COUNCIL TABLES AND REFERS TO PLANNING BOARD FOR ADVICE AND RECOMMENDATION SCHEDULES PUBLIC HEARING	December 17, 2018
PLANNING BOARD TO SCHEDULE PUBLIC HEARING FOR THE APPLICATION	January 8, 2019
CITY COUNCIL PUBLIC HEARING (FIRST READING)	January 21, 2019
CITY COUNCIL (SECOND READING)	February 4, 2019

City of Woonsocket
Rhode Island



January 7, A.D. 2019

Ordinance
Chapter

**ORDINANCE IN AMENDMENT OF CHAPTER 17 ENTITLED, "TRAFFIC"
OF THE CODE OF ORDINANCES OF THE CITY OF WOONSOCKET**

WHEREAS, the traffic division of the Woonsocket Police Department has requested that a stop sign be installed at the intersection of Winthrop Street and Elm Street due to high traffic flow; and

WHEREAS, the placement of a stop sign would assist in reducing the number of motor vehicle accidents and improve traffic safety and awareness to motorists.

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

SECTION 1. That Section 17-24 entitled, "Stop streets designated" of Chapter 17 entitled, "Traffic" of the Code of Ordinances is hereby amended by adding the following:

Winthrop Street, at the intersection of Elm Street

SECTION 2. This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Daniel M. Gendfon
City Council President
By Request of the Administration

IN CITY COUNCIL January 7, 2019 - Read by title and passed for the first time unanimously.

City of Woonsocket Rhode Island



January 7, A.D. 2019

Ordinance

Chapter

IN AMENDMENT OF CHAPTER 17 ENTITLED, "TRAFFIC" OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET

WHEREAS, The residents of Grove and Blakeley Streets have requested assistance with the safety issues at the intersection of those streets; and

WHEREAS, The Director of Public Safety has identified that the use of a stop sign at that intersection will increase traffic safety; and

WHEREAS, The Director of Public Safety has established the following addition to Chapter 17 in the Code of Ordinances to be in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:

SECTION 1. That Section 17-24. entitled "Stop street designated" is hereby amended by adding the following:

Grove Street, at the intersection of Blakeley Street.

SECTION 2. This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

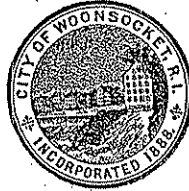
Denise D. Sierra, City Council

James C. Cournoyer, City Council

Daniel M. Gendron, Council President

John F. Ward, City Council

City of Woonsocket Rhode Island



January 22, A.D. 2019

Ordinance

Chapter

IN AMENDMENT OF CHAPTER 14 ENTITLED, "MISCELLANEOUS OFFENSES" OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET

WHEREAS, the Woonsocket Police Department has determined that seven (7) days allowed for removal of an abandoned vehicle from City property prohibits efficiency in the removal process, as currently allowed in Chapter 14-13 of the Woonsocket City Code of Ordinances; and

WHEREAS, it has been requested that Section 14-13 be amended to change the number of days from seven (7) to three (3) for removal of the vehicle after notification from the Woonsocket Police Department.

IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET AS FOLLOWS:

SECTION 1. That Section 14-13 entitled, "Abandoned, junked, discarded vehicles on public property" of Chapter 14 entitled, "Miscellaneous Offenses" of the Code of Ordinances is hereby amended by changing the following:

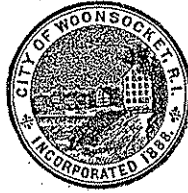
(b)(2) A vehicle which is determined to be in violation of this section shall have affixed thereto notice indicating that the vehicle is in violation of the law, and to be removed within three (3) ~~seven (7)~~ days of the notice. The notice shall further indicate that should be vehicle not be removed within three (3) ~~seven (7)~~ days it will be removed by the department of public works, or an authorized agent thereof, and that the costs of removal shall be borne by the owner. The notice shall also indicate that the vehicle may be redeemed by payment.

(c) Failure to Remove Upon Proper Notice. If said vehicle is not removed within three (3) ~~seven (7)~~ days, the department of public works, through a licensed towing company, shall have the vehicle towed to the place of business and/or storage of the tow company. If the name and address of the current registered owner has been determined, notice, consistent with subsection (b)(2), shall be sent by regular mail, postage prepaid, to that owner, which notices shall indicate the location at which the vehicle shall be redeemed within seven (7) days.

SECTION 2. This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Daniel M. Gendron
City Council President
By Request of the Administration

City of Woonsocket
Rhode Island



January 22, A.D. 2019

Ordinance
Chapter

**AMENDING CHAPTER 13, ENTITLED "LICENSES AND PERMITS",
OF THE CODE OF ORDINANCES OF THE CITY OF WOONSOCKET**

- WHEREAS,** the City wishes to create a safe and inviting environment for all residents and visitors; and
- WHEREAS,** the City currently hosts established and permanent businesses offering fireworks; and
- WHEREAS,** the current legislation lacks restrictions to adequately support public safety; and
- WHEREAS,** the current legislation requires expansion and enforcement of the City's zoning laws and public safety requirements.

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

- SECTION 1.** That Chapter 13, Article 1, Section 13-13 Fireworks – Temporary License for Sales and Use is added to the Woonsocket City Code with the following language:

13-13 FIREWORKS

SECTION

- 13-13.1. Definitions.
- 13-13.2. Permits and permit fees.
- 13-13.3. Permit revocation.
- 13-13.4. Permissible fireworks.
- 13-13.5. Storing and structures.
- 13-13.6. Limitations on structures.
- 13-13.7. Location of fireworks outlets.
- 13-13.8. Parking for retail fireworks sales site.
- 13-13.9. Additional standards for fireworks retailers.
- 13-13.10. Unlawful sale to certain children and other persons; unlawful use of Fireworks.
- 13-13.11. Exemptions.
- 13-13.12. Violations and penalty.

13-13.1. Definitions.

- (1) As used in this chapter, unless the content otherwise requires:
- (a) **"Fireworks"** means any composition or device for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, and which meets the definition of:
 - (i) All articles of fireworks classified as 1.4G, or referred to as "Consumer Fireworks", or "Class C Common Fireworks,"
 - (ii) Theatrical and novelty, classified as 1.4S, or
 - (iii) Display fireworks, classified as 1.3G, as set forth in the U.S. Department of Transportation's (DOT) Hazardous Materials Regulation, Title 49, Code of Federal Regulations (CFR), Parts 171-180.
 - (iv) **Exceptions:**
 - (A) Toy caps for use in toy pistols, toy canes, or toy guns, and novelties and trick noisemakers manufactured in accordance with DOT regulations, 49 CFR 173.100(p), and packed and shipped according to those regulations;
 - (B) Model rockets and model rocket motors designed sold, and used for the purpose of propelling recoverable aero models.
 - (C) Propelling or expelling charges consisting of a mixture of sulfur, charcoal, saltpeter are not considered as designed to produce audible effects.
 - (b) **"Mobile Retailer"** means a vendor operating from motor vehicles, trailers, bicycles, or motorbikes.
 - (c) **"Permit"** means the written authority of the City of Woonsocket issued under the authority of this section.
 - (d) **"Person"** means any individual, firm, partnership, or corporation.
 - (e) **"Retailer"** means any person engaged in the business of making retail sales of fireworks to the general public.
 - (f) **"Sale"** means an exchange of articles of fireworks for money and also includes barter, exchange, gift, or offer and each such transaction made by any person, whether as principal, proprietor, salesperson, agent, association, co-partnership, or one (1) or more individual(s).
 - (g) **"Temporary Outdoor Fireworks license"** means a license issued to sell fireworks outdoors for a certain period of time not to exceed thirty (30) days.
- (2) Singular words and plural words used in the singular include the plural and the plural as singular.

13-13.2. Permits and permit fees.

- (1) It is unlawful for any person to sell or to offer for sale in the City of Woonsocket any item of fireworks without first securing a Permit issued by the City of Woonsocket.
- (a) Permits are not transferable.
 - (b) A permit (to sell fireworks to the general public) is valid only from June 20 through July 9
 - (c) The permit fee for retail permits is \$500
- (2) A permit to sell fireworks in the City of Woonsocket must be obtained at least 30 days prior to the date on which the applicant begins making sales.
- Each application shall contain the following:
- (a) The application must include the name, address, and telephone number of applicant.
 - (b) The applicant must be the natural person who will operate or be responsible for sales.
 - (c) The applicant is liable for all violations of this chapter by persons under his/her supervision.
- (3) A person that applies for a retail fireworks permit must show proof that a state sales tax number has been obtained for sales tax purposes.
- (4) A diagram must be submitted with the application that includes the dimensions of the lot, size and location of structure, setback of structure from the right-of-way, location of other structures in the area that are occupied, location and number of parking places, location of any nearby residences, location of the nearest fuel outlets, and location of other fireworks outlets if located within 750 feet of a retail structure.

This review shall be done and approved before the permit will be issued. After the application has been submitted and approved, the Woonsocket Fire Marshall, Building Official, and Zoning Official or their designee shall inspect the site for compliance with applicable codes and ordinances.

All re-inspection fees in accordance with Woonsocket Code of Ordinances Section 8-34.2 (C) (ii) shall be applicable for all redundant inspections.

(5) Mobile vendors are not permitted.

(6) Flashing signs are not permitted.

(7) One double-faced freestanding sign is permitted; however, each sign face may not exceed the square footage allowed in the zoning district the temporary structure is located.

(8) The application must contain evidence that general liability insurance has been obtained by applicant naming the City of Woonsocket as additional insured for at least \$2,000,000 for each occurrence, whether in respect to bodily injury liability or property damage liability or bodily injury liability and property damage liability combined.

(9) The application must disclose the location where the applicant will conduct the business of selling fireworks and the dates for which the right to do business is desired.

(10) Applicant shall pay \$100 cleanup deposit per location, which shall be refunded after the fireworks season or used by the city to clean up the retail fireworks site if needed.

13-13.3. Permit revocation.

(1) The Woonsocket Fire Marshall, Building Official, and Zoning Official or their designees may revoke any permit upon failure of retailer to correct any of the following conditions within thirty six (36) hours after the Woonsocket Fire Marshall, Building Official, and Zoning Official gives written notice.

- (a) When the permittee or the permittee's operator violates any lawful rule, regulation, or order of the, Woonsocket Fire Marshall, Building Official, and/or Zoning Official.
- (b) When the permittee's application contains any false or untrue statements.
- (c) When the permittee fails to timely file any report or pay any tax, fee, fine, or charge.
- (d) When the permittee or the permittee's operator violates any fireworks ordinance or statute.

(2) When any activities of the permittee constitute a distinct hazard to life or property, the Woonsocket Fire Marshall, Building Official, and Zoning Official, may revoke the permit immediately.

(3) Revocation of permits may be appealed to the City of Woonsocket's Board of Licensees in accordance with section 13-53.

13-13.4. Permissible fireworks.

(1) It is unlawful for any individual, firm, partnership, or corporation to sell or use fireworks within the City of Woonsocket, except as provided in this chapter, any "fireworks" as defined in § 13-13.1 (a), other than the following:

- (a) Those items classified by the U.S. Department of Transportation as 1.4G Consumer Fireworks, or
- (b) Those items that comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission and permitted for use by the general public under its regulations.

13-13.5. Storing and structures.

No person may smoke within a structure where fireworks are sold. No person selling fireworks may permit the presence of lighted cigars, cigarettes, or pipes within a structure where fireworks

are offered for sale. At all places where fireworks are stored or sold, there must be posted signs with the words "Fireworks- No Smoking" in letters not less than four (4) inches high. An inspected and currently tagged fire extinguisher with a minimum 2A 10BC rating approved and one pressurized water type fire extinguisher must be present at each retail fireworks site. Fireworks sold at retail may be sold only from a freestanding structure. Fireworks must be stored at least ten (10) feet away from windows and other areas where the sun may shine through. Fireworks are not permitted to be stored in residential districts, except for personal use.

13-13.6. Limitations on structures.

Tents meeting the current adopted Life Safety Code (NFPA 101) and the National Electric Code may be used for the retail sale of fireworks. Provisions shall include but not limited to ground fault interrupter protection must be used for power cords that supply power to tents and other outdoor structures. Electrical wiring inside tents and other outdoor locations shall be securely installed, without splices, and lamps shall be protected from accidental breakage by a suitable fixture or guard. An Inspection by the City's Building Department personnel (Building or Electrical Inspector) is required before the vendor can begin selling fireworks. No structure from which fireworks are sold may exceed 3,200 square feet. Fireworks may not be stored in a permanent building unless the building has a sprinkler system and is constructed of non-flammable materials such as metal or concrete block.

13-13.7. Location of fireworks outlets.

Fireworks sales structures must be no closer than 60 feet from any occupied building. Fireworks sales are permissible only on commercial/industrial property as approved by the Planning Department and the sales structure must be located a minimum of 45' from the right of way. Any fireworks sales structure must be at least 150 feet from a residence.

13-13.8. Parking for retail fireworks sales site.

The site for a fireworks retailer shall be improved to provide at least twelve (12) graveled or paved parking places for off street and right-of-way customer parking. In addition, the retail fireworks site must provide for an on-site turn-around area so that backing of vehicles onto the street will not be necessary. In addition to the 12 parking spaces needed for the temporary fireworks use the primary use of the property shall remain compliant with the Woonsocket Zoning Ordinance Section 5.1-3 Parking Space Requirement by Use. Any property that has received any variance for parking from the Woonsocket Zoning Board of Review is prohibited from obtaining an Outdoor Fireworks Permit.

13.13.9. Additional standards for fireworks retailers.

(1) Any site for a fireworks retailer must be located so that all parts of the structure and fireworks inventory on the site are no closer than 30 feet to any fuel source (including overgrown or dried grass)

(a) All parts of the structure(s) displaying and storing fireworks shall be located on asphalt, pavement, crushed stone or any similar non-flammable material.

(2) The parcel in which a fireworks retail use is required shall be a minimum of seven hundred and fifty (750) feet from other similar uses. This distance shall be measured in a straight line from structure to structure. Priority shall be given to the retailer who obtained a permit the previous year at the same location.

13.13.10. Unlawful sale to certain children and other persons; unlawful use of fireworks.

It is unlawful to offer for sale or to sell any fireworks to children under the age of sixteen (16) years of age or to any intoxicated person. It is unlawful to explode or ignite fireworks within six hundred (600) feet of any church, assisted living facility, nursing home, hospital, funeral home, public or private school academic structure, or within two hundred (200) feet of where fireworks are stored, sold, or offered for sale. It is unlawful to ignite or discharge any permissible articles of fireworks within or throw them from a motor vehicle.

It is unlawful to place or throw any ignited article of fireworks into or at a motor vehicle, or at or near any person or group of persons. It is unlawful to ignite fireworks on another person's private property unless permission is obtained from the owner or occupant of the property. It is unlawful to launch fireworks onto property of persons who have not given permission. It is unlawful to use fireworks at times, places, or in any manner that endangers other persons. It is unlawful to ignite fireworks during an open burning ban declared by the City of Woonsocket Fire Department, except for public (and/or group) displays for which permits have been granted.

13-13.11. Exclusions. Nothing in this chapter prohibits:

(1) The indoor sales and set up of a fireworks displays by an establishment that primarily sells retail goods 365 days a year. This entity is allowed to display and sell fireworks outside of their establishment under their current retail license. A temporary sales permit for fireworks is not needed, but any display that is placed in the parking lot must still comply with the Woonsocket Zoning Ordinance Section 5.1-3 Parking Space Requirement by Use.

(2) The sale of any kind of fireworks that are to be shipped directly out of the corporate limits of the city in accordance with the regulations of the United States Department of Transportation covering the transportation of explosives and other dangerous articles by motor, rail, and water.

(3) The sale, transportation, handling, or use of industrial pyrotechnic devices or fireworks, such as railroad torpedoes, fuses, automotive, aeronautical, and marine flares and smoke signals.

(4) The sale or use of blank cartridges for theater, for signal or ceremonial purposes, in athletics or sporting events, or legal power tools.

(5) The transportation, handling, or use of any pyrotechnic devices by the armed forces of the United States.

(6) The use of pyrotechnics in training by the fire service, law enforcement, or similar government agencies.

(7) The use of fireworks for agricultural purposes under conditions approved by the fire chief or his designee.

(8) Supervised displays of fireworks as provided for in this chapter.

13-13.12. Violations and penalties.

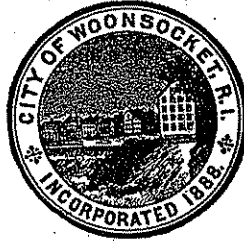
Violations of any provision of this chapter shall be subject to a penalty of up to \$5,000 (five-thousand dollars) per violation.

SECTION 2. This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

SECTION 3. Upon passage of this ordinance the City Clerk shall forward a copy of this ordinance to the Woonsocket Police and Fire Chief as well as to the current address of any vendor/operator who have received a temporary license to sell fireworks in the city over the last two years.

Denise Sierra
City Council

City of Woonsocket Rhode Island



January 22, 2019 A.D.

Resolution

AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

WHEREAS, The City Assessor, recommends that the said taxes be cancelled and/or refunded in the amount as respectively and particularly set forth in said report.

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:

Section 1: That the said above described report be incorporated in and attached to this resolution and that the said report be made a part and parcel hereof.

Section 2: That the City Council hereby orders that said taxes be cancelled and/or refunded.

Section 3: That the City Clerk of the City Council shall, upon the passage of this resolution forthwith certify to the City Treasurer and Tax Collector, of this city, that the taxes specified and itemized in said report have been cancelled and abated in the amounts as respectively and particularly set forth in said report; and that the Finance Director of the city of Woonsocket is hereby authorized, on the passage of this resolution, to make refunds in the amount or amounts as respectively and particularly set forth in said report.

Section 4: This resolution shall take effect upon passage.

Daniel M Gendron
By request of The Administration

ASSESSOR'S
ABATEMENT CODES

<u>CODE</u>	<u>REASON</u>
50	- Erroneously assessed due to incorrect field data/incorrect classification
51	- Veteran/Blind/Elderly Exemption not applied
52	- Incorrect amount abated on previous abatement listing or error on prior certification
53	- Non-Utilization Tax assessed subsequent to sale of property or/assessed in error
54	- Homestead Exemption not applied/incorrectly classified
55	- Tax Exempt.
56	- Inventory exempt due to wholesaler's exemption
57	- Legal Residence – Out of Town – Prior to Assessment Date
58	- Registration Cancelled – Vehicle sold
59	- Vehicle traded in, or repossessed, and/stolen not recovered
61	- Vehicle garaged and/or registered out of City/State
62	- Double taxation on vehicle
63	- Over assessed on vehicle/registry error
64	- Incorrect year/model/make of vehicle
65	- Vehicle destroyed in accident
66	- Should have been tax lien
67	- Business relocated out of City prior to assessment date
68	- Double taxation on Business/over overassessed on business
69	- Out of Business – prior to assessment date/business sold to new owner & recertified
70	- Company erroneously included manufacturing equip/inv in their report of valuation
71	- Company erroneously included, leasehold expenses, cash and other expenses, and/or overstated their assets
72	- Removal of porches, decks, garages, pools, sheds or underground tanks
73	- Double taxation on Real Estate
74	- Over assessed due to adjustment in degree of building completion as of December 31 st
75	- Over assessed due to error in computation of valuation which was not in conformity with surrounding properties
76	- Building (s) demolished prior to assessment date
77	- Property was assessed at incorrect tax year/ incorrect tax rate/ incorrect field data
78	- Adjustment to property valuation due to extreme deterioration prior to assessment date
79	- Property sustained fire damage – prior to assessment date
80	- 5 +5 Plan
81	- Party deceased prior to assessment date
82	- Per Order of the City Council
83	- Original abatement was approved and granted last year, but not carried forward for this year's tax roll
84	- Per advice & recommendation of Law Dept.
85	- Per Court Order
86	- First Appeal/Submitted by the Tax Board of Assessment Review
87	- Wrong party – recertified//wrong classification-recertified
88	- Tax Exempt – Interstate Commerce Vehicles – Equipment assessed to tax exempt entity.
89	- Value reduced by R.I. Vehicle Value Commission
90	- Property taken over by the State for highway purposes
91	- Tax Settlement Agreement / "PILOT " Agreement / Option Agreement
92	- Bankruptcy
93	- Lot dropped and added to another lot
94	- Job Incentive Creation Program Exemption
95	- Due to the new software system an abatement must be done prior to a recertification of taxes
96	- Pro-Rated Homestead Exemption
97	- Assessment adjustment due to supporting documentation submitted by taxpayer
98	- Remove Homestead Exemption / recertified exemption credit
99	- Motor Vehicle Phase Out

Woonsocket, RI

Amendment Report Abatement

Status Pending

Page 1

JANUARY 22, 2019

Posting Date / /

Transaction Date / /

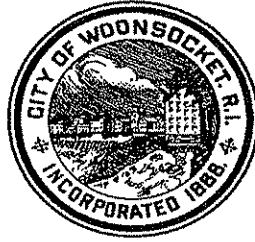
Report Printed 01/17/2019 11:06:58 AM

Amendment ID	Year	Roll	Address	Vehicle/Property	Assessment	Amount
M00-4152-91	2016	MV Tax Roll	GRAHAM DEVARIO L 1427 GODREY AVENUE NORFOLK VA 23504	2004 INF QX5 DA 489	57 LEGAL RESIDENCE	\$231.41
M00-4152-91	2017	MV Tax Roll	GRAHAM DEVARIO L 1427 GODREY AVENUE NORFOLK VA 23504	2004 INF QX5 DA 489	57 LEGAL RESIDENCE OUT OF TOWN	\$195.40
M00-4160-80	2016	MV Tax Roll	NESBEITT HOLLY L 322 WILLIAMS STREET PROVIDENCE RI 02916	2001 VOL GGL XH 863	57 LEGAL RESIDENCE OUT OF TOWN	\$102.48
M00-4182-74	2018	MV Tax Roll	ALLMAN YANICA V 54 HAWKINS STREET APT 2 PROVIDENCE RI 02908	2014 KIA M SOR IV323	57 LEGAL RESIDENCE OUT OF TOWN	\$516.81
R00-0080-48	2018	RP Tax Roll	MAURICE ROBERT W JANINE A 136 MITRIS BOULEVARD WOONSOCKET, RI 02895	48K-420-026 at 136 MITRIS...	88 TAX BOARD ASSESMENT REVIEW	\$207.69
R00-0334-10	2018	RP Tax Roll	RHODE ISLAND HOUSING AND... FINANCE CORPORATION 44 WASHINGTON PROVIDENCE, RI 02903	21B-140-052 at 1044 SOCIAL STREET...	88 TAX EXEMPT	\$2,391.14
R03-6352-80	2018	RP Tax Roll	SANTIAGO MIGDALINA 576 BERNON STREET WOONSOCKET, RI 02895	231-029-025 at 576 BERNON ST	54 HOMESTEAD NOT APPLIED	\$972.23
R16-3826-30	2018	RP Tax Roll	MICHAEL J PIMENTAL LIVING TRST MICHAEL J PIMENTAL TRUSTEE 715 PARK AVENUE WOONSOCKET, RI 02895	13F-132-042 at 62 BOYDEN ST	86 TAX BOARD OF REVIEW	\$691.23

\$5,308.39

Total

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

January 22, A.D. 2019

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, Doug & Beth McArthur wishes to utilize certain property of the City, to wit, WWII Veterans Memorial Park, on Saturday, February 16, 2019 from 1:00 P.M. to 5:00 P.M., for the purpose of holding its third Community Outreach.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

SECTION 1. Dough & Beth McArthur is hereby permitted to utilize WWII Veterans Memorial Park, on Saturday, February 16, 2019 from 1:00 P.M. to 5:00 P.M., for the purpose of holding its third Community Outreach.

SECTION 2. This resolution shall take effect upon its passage by the City Council and is subject to any conditions that the Public Safety Department may impose and payment of all associated costs as determined by the Director of Public Works. Applicant will obtain a permit from the Recreation Director upon payment of fees.

Daniel M. Gendron
City Council President

Available Parks and Ammenties Include:

Park List : River Island, River's Edge, Bernon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa
 Restrooms: River Island, River's Edge, Dionne & Bernon. Portables @ Dunn, Cass & Cold Spring during Spring & Summer
 Concession Stand: River Island & River's Edge.
 Power: River Island, River's Edge, Dunn Park, Costa, Cold Spring
 Stages/Gazebo: River Island & Cold Spring

Park Choice: WW II Veterans Memorial Park
 Date of event: February 16th, 2019 Rain date: NONE
 Hours of event: 1:00 | 5:00 | 12:00
 (Actual advertised time of event) (Arrival to set up time)
 Description of event: Community outredch
 Expected attendance: # -75-100

Fee Schedule:

	Mon - Sat	Sunday	
Small Tent	\$175	\$225	
Large Tent	\$1,100	\$1,500	
Event Attendants	\$30/hr	\$38/hr	*
Picnic Tables	\$33 each	\$45 each	
Folding Tables	\$10 each	\$13 each	***
Chairs	\$1 each	\$1.33 each	***
Concession Stand	\$50	\$75	
Power	\$25 per location	\$25 per location	
**Admin. Fees	\$35	\$35	\$35 NON-REFUNDABLE
Total for Event			

Special Events/Alcohol
 Applicant/ Contact Person Name: Bethany McArthur
 Address: 9 Medhah Road
Woodstock, CT | 106281
 Phone #: Home/Office | Cell 401-585-4832
 Applicant Signature: Bethany McArthur Date: 1-8-19
 Parks Director: [Signature] Date: 1-10-19
 Call for Availability: 767-9287

Pain \$35 check
 payment type

* Attendent(s) required for events with food of 50p or more for a minimum of 4 hrs towards end of event.
 **Administration fee due at time of application. Balance is due one week prior to event.
 ***Events with table/chair rental, and/or access to facilities or power, require an attendant for the duration of the event, plus time for setup and break down

January 8, 2019

Woonsocket City Council
City Hall 169 Main Street
Woonsocket, RI 02895

Dear Councilors,

I am writing to request the use of WWII Veteran's Memorial Park on Saturday, February 16, 2019. The purpose for this use would be a large community outreach.

A little background of my husband and I...we were both born and raised in the City of Woonsocket, and graduated from Woonsocket High School, Class of 2001. Although we do not live in the city today, we have been giving back to the community for years now. We started an Outreach Ministry about 7 years ago. We get together with friends and family and go into the city with clothes, hygiene products, blankets and sheets, sandwiches and waters, small household items, and Bibles. We have built great relationships with people in the city, to the point that they expect us and look forward to us coming.

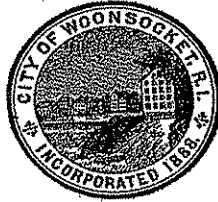
Our Outreach Day in February will go from 1:00pm-5:00pm, at the latest. We would show up around 12:00pm to start setting up. We will bring our own tables; which will hold clothes, kid toys, individually packed snacks and sandwiches, possibly pizzas, and water bottles. (Everything we have is donated and will be free to those who come.) We will have some music playing on an iPod with a speaker. A popcorn machine and cotton candy machine have been donated to us for the day. We will power the machines with a generator that we will supply. The generator will be monitored and the power cords will not be in the way where people are walking. We will not need any electricity hook up. We anticipate an attendance of about 75-100 people. We will have more than 15 volunteers to help with set up, the day itself, and clean up afterward.

This would be our 3rd successful Outreach in Woonsocket. You granted us permission previously, and the days couldn't have gone more smooth. We've been able to bless kids with back packs and school supplies, kids and adults with coats and clothes, and many blankets as well. We fed about 75 people each time. Clean-up was a breeze, and we left the park spotless.

Please do not hesitate to contact me with any questions concerning this day at 401-585-4832. Thank you for your time and consideration, and we look forward to a great day with the people of Woonsocket!

Sincerely,
Doug and Beth McArthur
9 Meehan Road
Woodstock, CT 06281

City of Woonsocket Rhode Island



Resolution

January 22, A.D. 2019

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, The Hartford Marathon Foundation wishes to utilize certain roadways through the City, as shown on the attached maps, on Saturday, August 3, 2019, from 5:00am to 10:30am, for the purpose of holding a TriState Endurance Relay Race.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

Section 1. The Hartford Marathon Foundation is hereby permitted to utilize certain roadways through the City on Saturday, August 3, 2019 from 5:00am to 10:30am, for the purpose of holding a TriState Endurance Relay Race.

Section 2. This Resolution shall take effect immediately upon its passage by the City Council and is subject to any conditions that the Public Safety Department may impose and payment of all associated costs as determined by the Director of Public Works.

Daniel M. Gendron
City Council President



HARTFORD MARATHON FOUNDATION

Hartford Marathon Foundation
41 Sequin Drive, Glastonbury, CT 06033
P: 860-652-8866 | F: 860-652-8145
www.hartfordmarathon.com

December 21, 2018

Woonsocket City Council
City Hall * 169 Main Street
Woonsocket, RI 02895

Request To Use Town For Athletic Event – TriState Endurance Relay Run – Saturday, August 3rd, 2019

Dear City Council,

The Hartford Marathon Foundation (HMF) requests permission to traverse the City of Woonsocket for the staging of the inaugural TriState Endurance Relay Race on Saturday, August 3rd, 2019. The event is an 18 stage relay run, that will start at Pratt Dam in Lincoln, RI and finish at Mortensen Riverfront Park, in Hartford, CT. The 95-mile journey will traverse 20 towns and 3 states. Teams of 6 members will begin between 4 am and 9 am (depending on their projected pace) and exchanging the "baton" roughly every 5 miles to their teammates. Runners will be instructed to obey all local traffic laws as they make their way along the route. Roads are not requested to be closed to vehicle traffic, however police coordination is requested as deemed necessary to allow for safe passage of runners at key intersections. The event concept was developed by HMF and East Coast Greenway advocates as a way to showcase the extensive multi-use trail network's accomplishments and accessibility through Rhode Island, Massachusetts, and Connecticut. Please find a copy of the overall course map for the event, as well an enlarged close up of the route in Woonsocket. We project that our impact to the city will be between 5 AM and 10:30 AM, and will include the utilization of the following:

- City streets (See course map)
- River's Edge Recreation Complex
- World War II Memorial State Park
- Cold Spring Park
- Blackstone River Bikeway

The Hartford Marathon Foundation is a not-for-profit organization that produces health and fitness events throughout Southern New England including the Eversource Hartford Marathon and many others.

Thank you for considering this request. If you have any questions, please contact me.

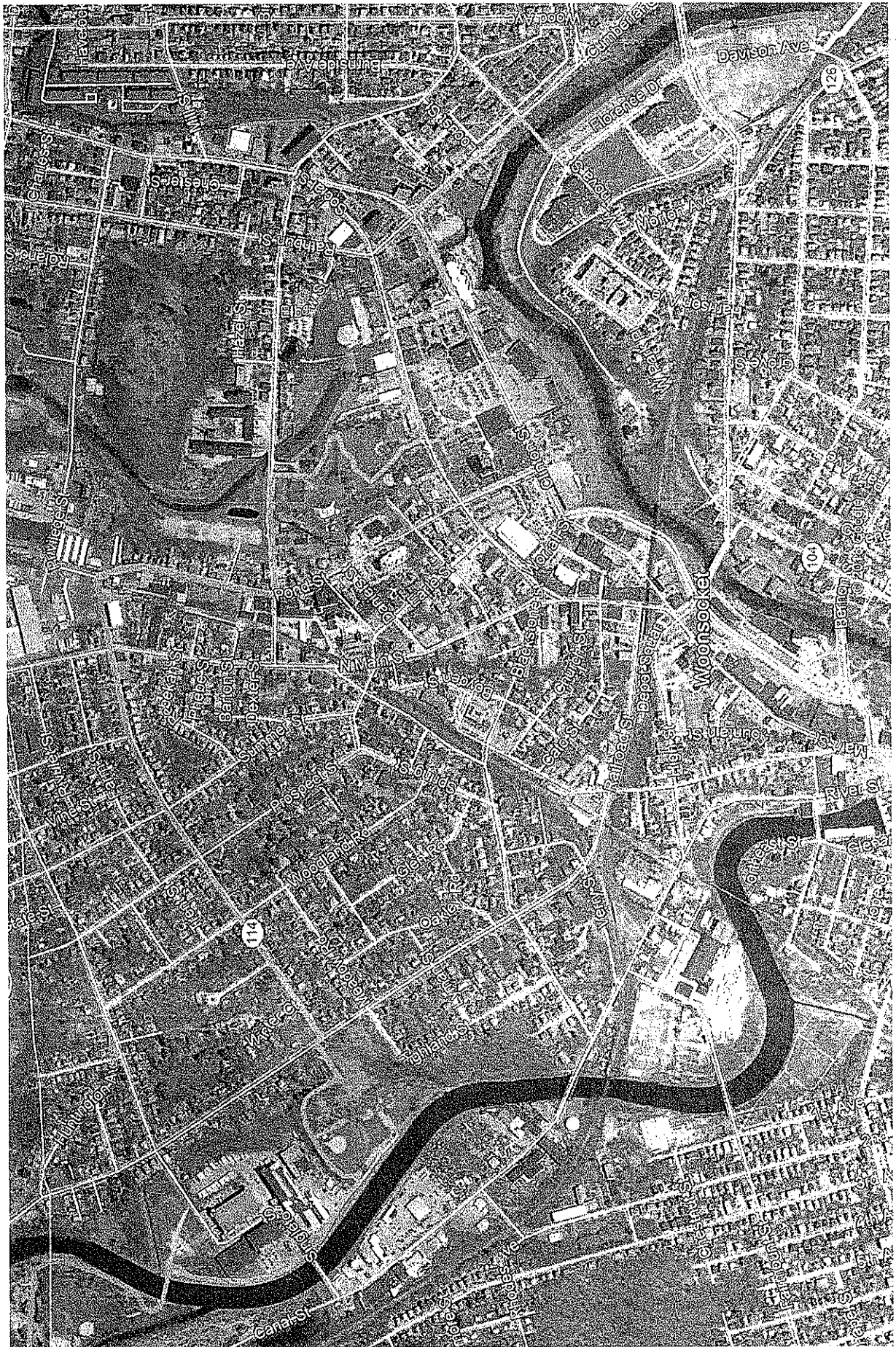
Sincerely,

Matt Anderson
Director of Operations
Hartford Marathon Foundation

Attachment(s): Tri-state Endurance Relay Run Course Map
 Woonsocket Course Map

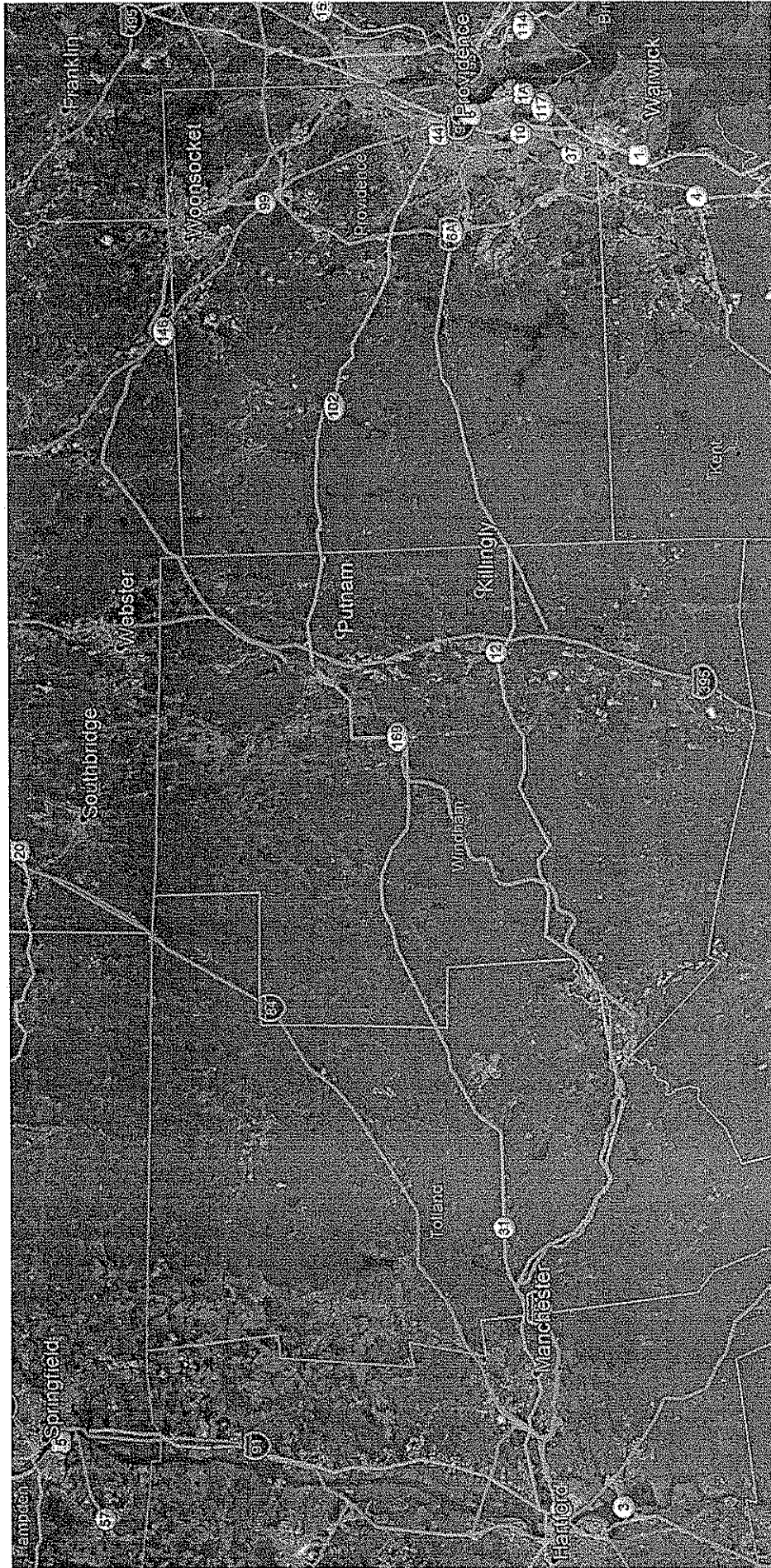
Tristate Endurance Relay Run: Woonsocket, Rhode Island - Enlarged Map

Blue = On Road | Green = On Trail



Tristate Endurance Relay Run: Proposed Overall Route

Blue = On Road | Green = On Trail



City of Woonsocket
Rhode Island



Resolution

January 22, A.D. 2019

GRANTING PERMISSION TO USE CITY PROPERTY

- WHEREAS,** Autumnfest is a community event celebrating its 41st anniversary year; and
- WHEREAS,** the Autumnfest Steering Committee respectfully requests permission to use the city park, WWII Veterans Memorial Park, and other surrounding parcels on Columbus Day weekend as well as several weeks before the festival to allow for set up; and
- WHEREAS,** the Autumnfest Steering Committee is proud to partner with the City of Woonsocket, the Woonsocket Rotary Club, and many wonderful local sponsors to bring this festival to the City of Woonsocket.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF WOONSOCKET, AS FOLLOWS:**

- Section 1.** The City of Woonsocket grants permission of WWII Veterans Memorial Park, Bouley Field (fireworks), a portion of East School Street, and city owned land on East School Street (Plat 20, Lot 16), from October 4th, 2019 till October 7th, 2019, along with two weeks prior for set-up and one week after to break down, to the Autumnfest Steering Committee.
- Section 2.** The Autumnfest Steering Committee is allowed to sell sponsorships for temporary signage throughout the City before and during the festival.
- Section 3.** This resolution shall take effect immediately upon passage by the City Council and is subject to any conditions that the Public Safety Department may impose and payment of all associated costs as determined by the Department of Public Works.

Daniel M. Gendron
Council President

City of Woonsocket
Rhode Island



Resolution

January 22, A.D. 2019

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, The Downtown Woonsocket Collaborative is a non-profit board of directors made up of property owners, business owners, community leaders, non-profit organizations, and City residents dedicated to the revitalization and promotion of the Main Street area; and

WHEREAS, The Downtown Woonsocket Collaborative wishes to utilize the Veterans Memorial Bridge located on Court Street, on Saturday August 24th, 2019, from 1:00pm to 12:00am, for the purpose of holding their annual dinner on the bridge event called "Twilight on the Blackstone".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF WOONSOCKET, AS FOLLOWS:**

Section 1. The Downtown Woonsocket Collaborative is hereby permitted to utilize the Veterans Memorial Bridge on Saturday August 24th, 2019 from 1:00pm to 12:00am, (Rain Date: Sunday August 25th, 2019) for the purpose of holding a dinner on the bridge event.

Section 2. This resolution shall take effect immediately upon passage by the City Council and is subject to any conditions that the Public Safety Department may impose and payment of all associated costs as determined by the Department of Public Works.

Daniel M. Gendron
Council President

CITY OF WOONSOCKET RENTAL OF CITY PARK FORM

Available Parks and Ammenties Include:

Park List : River Island, River's Edge, Bernon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa
Restrooms: River Island, River's Edge, Dionne & Bernon. Portables @ Dunn, Cass & Cold Spring during Spring & Summer
Concession Stand: River Island & River's Edge.
Power: River Island, River's Edge, Dunn Park, Costa, Cold Spring
Stages/Gazebo: River Island & Cold Spring

Park Choice: Veteran Memorial Bridge
Date of event: August 24th, 2019 **Rain date:** August 25th, 2019
Hours of event: 6pm - 10pm 1pm - 12am
(Actual advertised time of event) (Arrival to set up time)
Description of event: Dinner on the bridge
Expected attendance: # 250

Fee Schedule:

	<u>Mon - Sat</u>	<u>Sunday</u>		
Small Tent	\$175	\$225	_____	
Large Tent	\$1,100	\$1,500	_____	
Event Attendants	\$30/hr	\$38/hr	_____	*
Picnic Tables	\$33 each	\$45 each	_____	
Folding Tables	\$10 each	\$13 each	_____	***
Chairs	\$1 each	\$1.33 each	_____	***
Concession Stand	\$50	\$75	_____	
Power	\$25 per location	\$25 per location	_____	
**Admin. Fees	\$35	\$35	<u>\$35</u>	NON-REFUNDABLE
		Total for Event		

Special Events/Alcohol

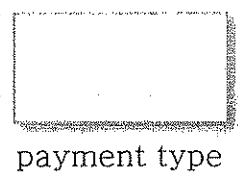
Applicant/ Contact Person Name: Downtown Woonsocket Collaborative ✓
Address: PO Box 91
Woonsocket RI 02895

Phone #: _____ 401-651-1519
Home/Office Cell

Applicant Signature: Ganett S. McNamee **Date:** 1-17-19

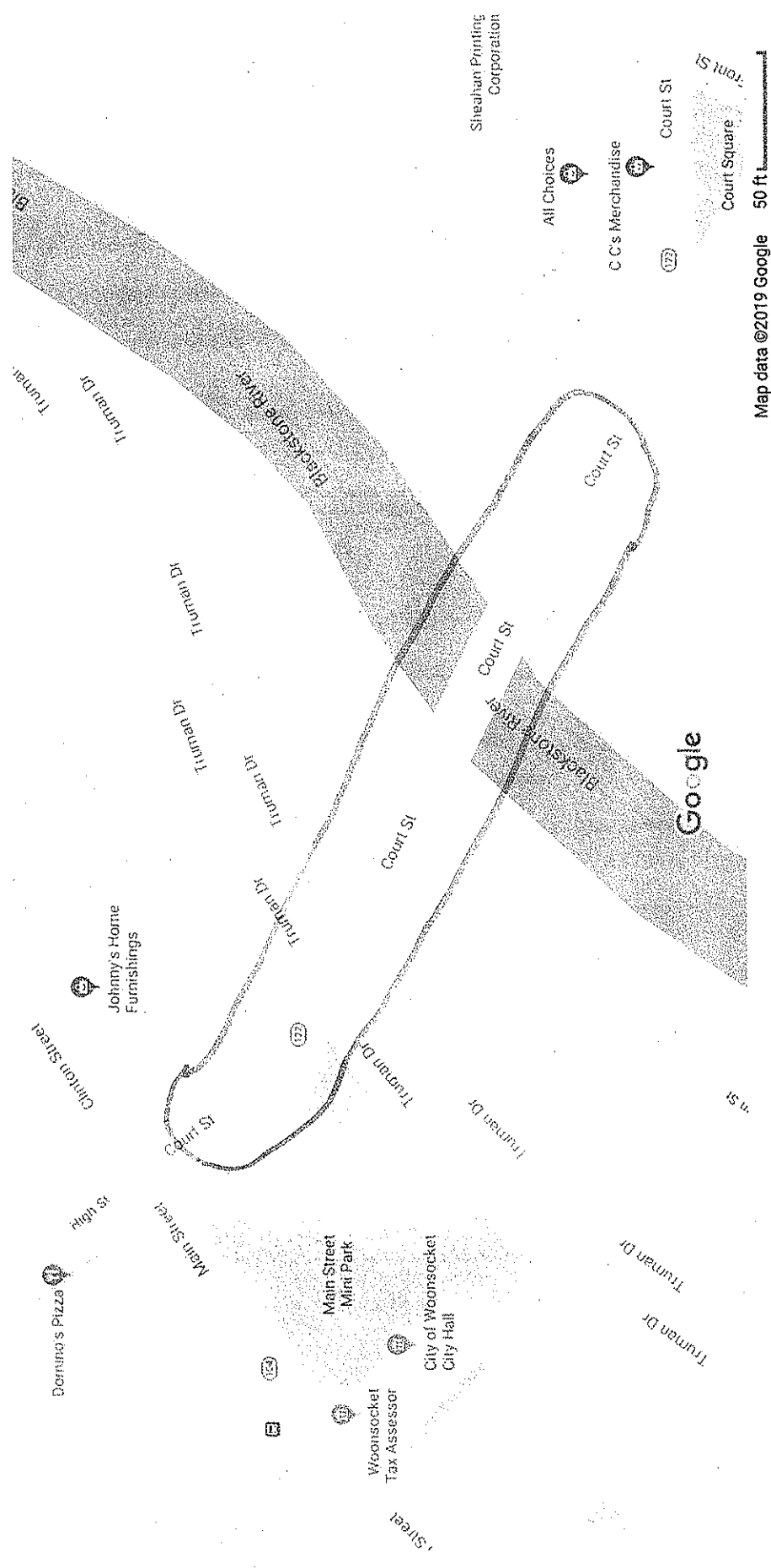
Parks Director _____ **Date:** _____

Call for Availability 767-9287



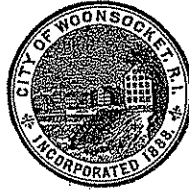
* Attendent(s) required for events with food of 50p or more for a minimum of 4 hrs towards end of event.
 **Administration fee due at time of application. Balance is due one week prior to event.
 ***Events with table/chair rental, and/or access to facilities or power, require an attendant for the duration of the event, plus time for setup and break down

Google Maps



Map data ©2019 Google 50 ft

City of Woonsocket
Rhode Island



January 22, A.D. 2019

Resolution

**AUTHORIZING THE PUBLIC WORKS DIRECTOR AND THE
FINANCE DIRECTOR TO ENTER INTO A CONTRACT WITH
CONSTELLATION NEW ENERGY**

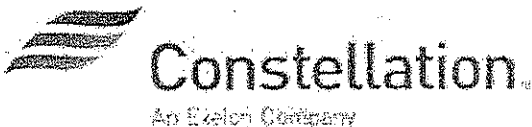
- WHEREAS**, in order to stabilize electricity rates, the Finance Director and Public Works Director request authorization to enter into a Power Options Participant Agreement to purchase electricity from Constellation New Energy, Inc.(Supplier) through the Rhode Island League of Cities and Towns electricity aggregation program ("REAP"), see Exhibit A, attached hereto and made a part hereof; and
- WHEREAS**, the term of the contract will be for thirty-four months from February 2019 through December 2021; and
- WHEREAS**, the price per kwh will be a fixed rate over the 34 month term of the contract, as the rate per kwh changes daily, the rate will be determined at the beginning of the contract but is estimated to be in the range of \$.070 to \$.0740 per kwh, see Exhibit B, attached hereto and made a part hereof; and
- WHEREAS**, the City no longer deems it efficient to pay the League of Cities and Towns dues in conjunction with the electricity contract payable pursuant to kilowatt units.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

- SECTION 1.** The Mayor of the City of Woonsocket is hereby authorized to enter into a contract for electricity with Constellation New Energy, See Exhibit A, attached hereto and made a part hereof.
- SECTION 2.** The League of City and Towns dues shall not be included in the electricity contract.
- SECTION 3.** This Resolution shall take effect upon its passage by the City Council in compliance with Chapter VIII Section 10 of the Woonsocket Home Rule Charter.

Daniel M. Gendron
City Council President
By Request of the Administration

" Exhibit A "



PowerOptions Participant Agreement for the Sale and Purchase of Electricity (REAP)

This Participant Agreement for the Sale and Purchase of Electricity ("Participant Agreement" and/or "Agreement") is made and entered into as of this ____ day of _____, 2018 ("Contract Date") by and between Constellation NewEnergy, Inc. ("Supplier") with offices located at 116 Huntington Ave., Suite 700, Boston, MA 02116, and City of Woonsocket RI, ("Participant") with offices located at 169 Main St WOONSOCKET, RI 02895-4330 . Supplier and Participant are individually referred to herein as a "Party" and collectively as the "Parties".

Background

A. PowerOptions, Inc. ("PowerOptions") is a non-profit corporation organized under the laws of the Commonwealth of Massachusetts and Section 501(c)(4) of the Internal Revenue Code. PowerOptions organized and administers the PowerOptions program to help its members purchase energy products and energy-related services for one or more facilities they own and/or operate.

B. The Rhode Island League of Cities and Towns (the "League") operates an electricity aggregation program in Rhode Island known as the Rhode Island Energy Aggregation Program ("REAP").

C. Supplier, PowerOptions and the League have entered into an agreement dated October 12, 2018, governing the terms and conditions by which Supplier and PowerOptions will provide electricity supply and other energy-related services to members of REAP (the "Master Agreement"). This Agreement is a part of that Master Agreement and cannot be modified without the express written consent of PowerOptions, the League and Supplier.

D. Participant is a member of PowerOptions pursuant to the terms of the Master Agreement and desires to procure Electricity from Supplier and Supplier desires to sell Electricity on the terms and conditions described herein.

The Parties, intending to be legally bound, agree as follows:

1. **Definitions.** These terms have the following meaning in this Agreement and/or in the Transaction Confirmation.

"Account" means the "Account" defined by the relevant LDC and identified in the Account Schedule set forth in the Pricing Confirmation and Transaction Confirmation (including any successor Account to such Account), and any mutually agreed upon amendments thereto, including adding new accounts to this Agreement in accordance with Section 27.

"Ancillary Services and Other ISO Costs" means for any billing period the applicable charges regarding ancillary services associated with the electric industry's services and products, and/or as otherwise required by ISO-NE rules (including the applicable ISO Open Access Transmission Tariff and for other ISO-NE costs not otherwise included in any of the defined Cost Components set forth in the Transaction Confirmation), required to supplement wholesale Energy transactions in preparing for and facilitating delivery of Electricity to the Delivery Point as a full, firm requirements product meeting the full load requirements of the Participant, Supplier will reasonably determine an Account's monthly Ancillary Services and Other ISO Costs based on the

Account's \$/kWh share of cost for Ancillary Services and Other ISO Costs or otherwise reasonable allocation method as Supplier may determine from time to time based on how Ancillary Services and Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by Supplier as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by Supplier.

"Basic Service" means the provision of electric generation service by an LDC to a customer not electing to have its electricity provided by a Competitive Supplier. As used herein the term "Basic Service" shall include, but not be limited to, programs such as "Default Service", "Standard Service", "Standard Offer," "Last Resort Service" and the like as those and similar terms are used in the state in which the Participant's Facility is located.

"Business Day" means any weekday other than (a) a day which is a bank holiday throughout the state where the Facility is located, (b) which is defined as a holiday by the North American Electric Reliability Council ("NERC"), the "NERC Additional Off-Peak days", ("NERC Holidays") or any successor organization thereto, or (c) such other day defined in writing by Participant as a holiday and provided to Supplier.

"Capacity Pass-through Option" means the option to fix or pass-through Capacity Costs as set forth in the attachments to the Pricing Confirmation and Transaction Confirmations (Exhibit B, Exhibit F, or Exhibit G, other exhibits as applicable).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Competitive Supplier" means any entity licensed by the State Public Utility Authority to sell Electricity to retail customers in the state in which the Participant's Facility is located.

"Confirm Date" means the date on which a Participant enters into a Pricing Confirmation or a Transaction Confirmation in accordance with Section 5.

"Contract Date" means the first Business Day after Supplier counter-signs the executed documents received from Participant as follows: 1) by telecopy, email or otherwise, a complete copy of the fully executed Agreement, including executed Exhibits such as, a signed Exhibit C and a Transaction Confirmation complete with respect to at least one Account, including with respect to such Account a copy of a LDC invoice dated within forty-five (45) days and any other usage data reasonably required by Supplier, and 2) any credit assurance as requested in Section 11. The Contract Date shall be inserted by the Supplier upon counter-signing the Agreement in the preamble to this Agreement as the date hereof.

"Contract Price" means the price for Electricity supplied hereunder as determined in accordance with Section 5 of this Agreement and Transaction Confirmation.

"Day-Ahead LMP" means the hourly integrated market clearing marginal price for the ISO zone applicable to each Account (expressed in \$/kWh) for Energy for the next operating day as determined by ISO-NE.

"Day-Ahead Purchase" means the Day-Ahead LMP purchase commitment made on behalf of the Participant of a certain quantity of Energy (hourly in MWs) on the day preceding the day in which the Electricity (which

includes the Energy component) for Accounts is to be delivered to the Delivery Point, representing the difference between forecasted load for the hour and Forward Purchases applicable to the hour as further defined in the Transaction Confirmation.

"Delivery Charges" means LDC tariff-based charges for transmission, distribution, and other LDC functions, required to deliver Electricity from the Delivery Point to the Receipt Point at the Participant's Facility(ies).

"Delivery Point" means the point of interconnection between: (1) Pool Transmission Facilities ("PTF") as designated by the ISO-NE tariff or superseding tariff as in effect from time to time; and (2) the facilities of the relevant LDC, at which point such LDC assumes the obligation associated with delivering electricity to customers within its territory.

"Due Date" means for (i) Standard Billing Services (LDC issued invoices), the last date on which a LDC bill to Participant for LDC services for any period may be paid by Participant without incurring a late fee by the LDC; or (ii) Supplier direct billing, 30th day after the invoice date subject to adjustment under Section 7.2.

"Electric Block Forward Purchase" means, as set forth in Transaction Confirmation (Exhibit G), the priced purchase commitment made on behalf of Participant of a certain quantity of Energy (expressed in MW's hourly or in "blocks" of hours¹) for a specific and identified period of time greater than one day, which will be a part of the Electricity which is to be delivered to the Delivery Point for such period of time.

"Electricity" means electric energy, capacity, ancillary services and all other products required to fulfill completely a retail electric transaction for firm full requirements retail electric service.

"End Date" means with respect to an Account, the Purchase Period ends (unless extended onto a Holdover Term) on or about the meter read date set forth in the Account Schedule set forth in the Transaction Confirmation. The applicable meter read dates set forth in Transaction Confirmation shall be determined in accordance with State Public Utility Authority and LDC rules and reflects LDC information available at that time or as otherwise estimated by Supplier. The actual meter read dates may occur on or about the dates set forth in Transaction Confirmation.

"Energy" means electrical energy, as measured in kilowatts (kW) per hour or kilowatt-hours (kWh), or megawatts (MW) per hour or megawatt-hours (MWh).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule in the Transaction Confirmation.

"Facility" means the premises or device that is provided electric service under an Account listed in Transaction Confirmation and in the Account Schedule set forth in the Transaction Confirmation. As used herein, Facility shall also mean Facilities, as applicable.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO-NE in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011).

"ICAP Tag" means the individual Participant's actual Peak Load Contribution ("PLC") on the ISO-NE Coincident Peak ("CP") hour days. The tag is updated annually per the ISO-NE Power Year schedule and the value is measured in kilowatts (kW).

"Interval Account" means an Account for which hourly or more frequent consumption data is generally available.

"ISO-NE" and/or "ISO" means the Independent System Operator-New England, or any successor or replacement entity or other entity, public or private, administering transmission reliability and control of the electricity grid.

"Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, LDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the LDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Load Following Forward Purchase" means a fixed price for a stated percentage amount of Energy in lieu of a corresponding amount of Energy purchased at the Day-Ahead LMP Index as further described in the Transaction Confirmation (Exhibit F-1 and Exhibit F-2).

"Locational Marginal Price" ("LMP") means the hourly marginal market clearing price for Energy in a Load Zone as determined by the ISO-NE.

"Local Distribution Company" ("LDC") or "Utility" means an entity that owns the power distribution lines and equipment which is required to deliver purchased Electricity to the Participant, also known as an electric distribution company. The relevant LDC shall be the LDC within whose service area the Facility resides and that delivers electricity to the Account.

"Market Supply Cost" means the cost of the following ISO-NE products: energy, capacity, net commitment period compensation ("NCPC"), forward reserves, ISO-NE administrative fee, auction revenue rights ("ARR"), renewable portfolio standards requirements ("RPS") and operating reserves and such other products as ISO-NE or a State Public Utility Authority from time to time determines are required components of full requirements retail Electricity service.

"Master Agreement" has the meaning set forth in the preamble to this Agreement.

"Members" means REAP members that have joined the PowerOptions consortium.

"Non-Time Of Use" or "NTOU" means all hours of each day.

"Non-Interval Account" means an Account for which hourly or more frequent consumption data is not generally available.

"Off-Peak" means all hours other than Peak hours

"On-Peak" or "Peak" means the hours designated as peak from time to time by the ISO-NE.

"Participants" means all Members entering into electric supply contracts with the Supplier under REAP and the PowerOptions program.

"Power Year" means the contract period between June 1 and May 31 of the following year.

"Pricing Confirmation" means the confirmation in the form of Exhibit B and the Pricing

Attachment, used by the Parties to effect a transaction based on the Fixed Pricing Option.

"**Price Options**" means the pricing alternatives with respect to Contract Prices available in accordance with Section 5 and as set forth in the Transaction Confirmation.

"**Purchase Period**" means, with respect to an Account, the period selected by Participant on the Pricing Confirmation or Transaction Confirmation, during which a Contract Price is effective. The term of the Purchase Period becomes effective on the Start Date and will continue until the next meter read on or about the End Date of Purchase Period.

"**Real-Time LMP**" means the hourly integrated market clearing marginal price for the ISO zone applicable to each Account (expressed in \$/kWh) for Energy on a real-time basis as determined by ISO-NE.

"**Receipt Point**" means, with respect to an Account, the relevant LDC's metering point(s) or a point(s) designated by the LDC and located at the Facility.

"**Reference Pricing**" means the binding pricing options and indicative prices provided by Supplier to the League as a part of the competitive solicitation conducted by the League in connection with the execution of the Program Agreement.

"**Start Date**" means, with respect to an Account, the Purchase Period begins on or about the meter read date set forth in Transaction Confirmation, subject to the time period required by the LDC and Supplier to transfer Accounts in a timely manner. The Start Date shall be the date upon which prices are to become implemented. The applicable meter read dates set forth in Transaction Confirmation shall be determined in accordance with State Public Utility Authority and LDC rules. The actual meter read dates may occur on or about the dates set forth in Transaction Confirmation.

"**State Public Utility Authority**" means the applicable public utility authority for the state where the Facility is located. By way of example, the Massachusetts Department of Public Utilities (MDPU), the Connecticut Public Utilities Regulatory Authority (PURA), the Rhode Island Public Utilities Commission (RIPUC), or any successor agencies thereto.

"**Submission Date**" means the date on which a Participant enters into a Pricing Confirmation or a Transaction Confirmation in accordance with Section 5.

"**Term**" means the term of this Agreement as determined in accordance with Section 2.

"**Transaction Confirmation**" means the confirmation in the Form of in Exhibit B, Exhibit F-1, Exhibit F-2, Exhibit G, Exhibit H and Exhibit K (K-1, K-2, K-3 and K-4) as applicable, used to confirm transactions entered into under this Agreement

"**Transmission**" means high voltage interconnecting electric lines, equipment and systems that move Electricity from the point of generation to Delivery Points.

"**Transmission Loss Credits**" means Participant's share of amounts credited to Supplier by the ISO under the ISO's marginal loss construct

2. Term.

This Agreement shall commence as of the Contract Date with respect to Accounts listed on the Account Schedule set forth in Transaction Confirmation for which the conditions required prior to the Contract Date have been satisfied, and shall remain in effect until May 31, 2022, subject to the Purchase Period selected by Participant. The Parties intend that they are legally bound by the terms of Pricing Confirmation or Transaction Confirmation whether entered into via (i) electronic (including e-mail) transmission solely by designated

authorized persons listed in Section 34 or (ii) a duly executed, written Pricing Confirmation or Transaction Confirmation. Termination shall not affect the obligations of either Party that arise prior to termination. Supplier shall be the supplier for all Electricity supplied from external sources for each Account for the Term. Notwithstanding the above, prior to entering into a Participant Agreement and/or Pricing Confirmations, Supplier must have received all required information from Participant and valid pricing/usage data for each of the Accounts from the LDC in accordance with requirements set forth below.

2.1 Holdover. Sixty (60) days prior to the End Date, Supplier will notify Participant, with copies to the League and PowerOptions of the upcoming end to the Purchase Period. The notice will include the End Date and a request to contact the Supplier with contact information. If the Participant fails to respond to the Supplier or PowerOptions within thirty (30) days of the End Date, then Supplier will return the Account(s) to the LDC. If the Participant does respond but does not agree to a new Contract Price within thirty (30) days of the End Date, Participant shall go on a month-to-month holdover term. Further, if, following termination or expiration of a Pricing Confirmation or Transaction Confirmation (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the LDC as being supplied by Supplier, Supplier may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, Supplier will calculate Participant's invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) *times* (the applicable ISO-published LMP) + the \$/kWh Holdover Fee set forth in each Pricing Confirmation or Transaction Confirmation) + (a pass through of all actual costs and charges incurred by Supplier for the retail supply of electricity to Participant) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either Party may terminate the holdover term at any time within its discretion at which time Supplier will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

3. Account Enrollment.

3.1 Supplier shall work with the relevant LDC to enroll Accounts listed on Transaction Confirmation in a timely manner within the Purchase Period. The Purchase Period shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in Transaction Confirmation in accordance with the terms of this Agreement. The actual Start Date is dependent on the LDC successfully enrolling the Account(s) and furnishing Supplier with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Transaction Confirmation reflect LDC information available at that time or as otherwise estimated by Supplier. The actual meter read dates may occur on or about the dates set forth in the Transaction Confirmation. Supplier will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth in Transaction Confirmation. If Supplier is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled LDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term pursuant to Section 2.1. Supplier shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances reasonably beyond its control. If Supplier fails to timely effect an enrollment after a grace period of two billing cycles consistent with this Agreement, the Parties shall implement a true-up reimbursing Participant for any increase in costs associated with a positive difference between the rate for such Basic Service actually paid by Participant and the relevant Contract Price each as in effect during the affected period; provided, however, a true-up will not be owed in cases where such delay is attributable to circumstances reasonably beyond Suppliers control such as LDC error or inaccuracy of Participant provided information, not corrected in time to meet enrollment schedules herein, notwithstanding a good faith effort by Supplier to meet such deadlines.

3.2 Supplier shall, subject to Section 5.2, timely take such actions within its reasonable control, including without limitation filing a complete and accurate drop transaction notice with the relevant LDC, necessary and convenient for Participant to receive Basic Service with respect to an Account during any period in which no Contract Price is in effect. If Supplier through its own fault fails to timely effect any such drop, the Parties shall reasonably implement a true-up reimbursing the Participant for any increase in costs associated with a positive difference between the rate for such Basic Service and the relevant Contract Price, each as in effect during the affected period.

3.3 Supplier shall notify Participant within five (5) Business Days (with a copy to the League) if Supplier learns that an LDC has removed an Account from supply and placed it on Basic Service, other than in connection with the expiration of a Pricing Confirmation or Transaction Confirmation in the form of Exhibits B, F, or G, as applicable. In addition, unless promptly instructed otherwise by Participant upon learning of such change in supply status, Supplier shall use reasonable efforts to obtain reinstatement of such Account's enrollment and observe the terms applicable to the remainder of its Pricing Confirmation or Transaction Confirmation in the form of Exhibits B, F, or G, as applicable. If a gap in Supplier's enrollment extends more than the second billing cycle due to a failure of Supplier, the Parties shall reasonably implement a true-up reimbursing the Participant for any increase in costs associated with a positive difference between the rate for such Basic Service and the relevant Contract Price each as in effect during the affected period. Notwithstanding the above, if Account(s) are moved to the Basic Service due to changes reasonably beyond Supplier's control, including without limitation (i) any change to the name or assignments associated with the Account(s); (ii) the closing of an Account; and (iii) an assignment by the LDC and/or ISO-NE of a new account number to any existing service addresses listed in Transaction Confirmation, then Participant shall be obligated to pay the Basic Service rate until the Account(s) are successfully re-enrolled with the LDC to receive service from Supplier. To the extent possible, Participant shall notify Supplier as soon as possible of any changes to their Accounts associated with assignment or names changes. In such event where such gap in enrollment extends for more than two billing cycles and where such gap is attributable to Participant, then Participant may owe Supplier a true up in an amount (if any) calculated in accordance with Section 10.2.1(A) for the period of time in which the Account(s) was not enrolled under this Agreement.

4. Full Requirements

4.1 For each Account, beginning on the Start Date, Participant agrees to purchase and Supplier agrees to supply, by delivery to the Delivery Point, electric energy, capacity, ancillary services and all other products required to provide firm, full requirements retail Electricity (Full Requirements Electricity) for each Account during each Purchase Period. Supplier shall provide Participant's total Electricity requirements at each Receipt Point. Supplier shall be responsible, only to the extent specifically accepted by Participant in a Pricing Confirmation or Transaction Confirmation, for all requirements and associated costs imposed on Competitive Suppliers by a relevant LDC or ISO-NE, or their successors, associated with the provision and delivery of such firm full requirements Electricity, except as provided in Section 4.3.

4.2 Supplier shall deliver the Electricity to Participant through its LDC(s). Although the Electricity supplied hereunder shall be firm, Supplier shall not be responsible for operation of the electric lines and systems or for any service interruptions, loss of service or deterioration of electric services caused by the LDC(s) and/or ISO-NE and/or transmission lines, equipment and systems.

4.3 Supplier shall be responsible for all nominations, balancing and any penalties and charges related thereto. For Accounts subject to any applicable Section 5.5 Price Options, Energy needed to balance Participant's hourly loads will be subject to such pricing as described therein. Supplier shall also be responsible for all transmission, distribution and other charges required to deliver Electricity up to the Delivery Point. Participant shall be responsible for Delivery Charges imposed by the LDC at and after the Delivery Point.

5. Contract Price

5.1 Supplier shall supply and Participant shall pay for Electricity at the prices set forth in the relevant Pricing Confirmation or Transaction Confirmation hereto, including attachments, applicable to the calendar month of delivery, the classification of the relevant Account by the LDC, and options regarding "pass-through" costs, if any ("Contract Price") (which price, calculated to five significant figures, includes electric energy, capacity, ancillary services and all other products required to provide firm, full requirements retail Electricity for each Account and losses, to the extent not included in the applicable LDC's unbundled transmission and distribution tariffs). Participant understands and acknowledges that Supplier has no obligation to offer binding pricing until

it has been provided all required credit information and valid Account pricing/usage data from the LDC in accordance with the terms set forth in this Agreement.

5.2 Participant shall enter into a Pricing Confirmation (Exhibit B) or Transaction Confirmation (Exhibit F for the Layered Usage Price Option or Exhibit G for the Portfolio Price Option) to begin the Purchase Period for Accounts selected by Participant on the applicable Confirmation form. Supplier's responsibility for supply of Electricity and the effectiveness of a Contract Price with respect to each such Account shall begin on the Start Date applicable to such Account. Following the Start Date, the start and end of each Contract Price, and the succession between Contract Prices shall be determined by separate Pricing Confirmations or Transaction Confirmations, identifying the applicable Purchase Period(s). In accordance with Section 3.2, Supplier shall timely take such actions within its reasonable control, including without limitation filing a complete and accurate drop transaction notice with the relevant LDC, necessary and convenient for Participant to receive Basic Service with respect to an Account during any period for which there is not effective pricing under a Pricing Confirmation or Transaction Confirmation with respect to such Account.

5.3 Fixed Pricing Options

For purposes of clarification, this Section shall not apply to the Price Options described in Sections 5.5.3 and 5.5.4.

(a) Routine Pricing Offers. On any Business Day following the Contract Date, if Participant (or PowerOptions on behalf of Participant) has by 11:00 a.m. ET the previous Business Day provided Supplier with (1) a request for pricing for one or more Accounts and (2) with respect to any such Accounts, Supplier has data for a twelve (12) month period of pricing/usage data available from the LDC ending no more than six (6) months prior to the date of such request, Supplier shall, prior to 10:30 a.m. ET on the Business Day, provide Participant (with copies to the League and PowerOptions) with the corresponding prices at which Supplier offers to sell Electricity with respect to such Accounts pursuant to each of the Price Options applicable to such Accounts for which the Supplier provided Reference Pricing (unless a subset of such prices is requested). Such pricing shall include each of the Price Options for the immediately following period or periods of Basic Service pricing (currently only successive 3 or 6 month periods) and for annual periods ending May 31 of 2020, 2021 and 2022 (or such other periods as requested by PowerOptions or Participant ending not later than May 31, 2022). Such prices shall remain open for acceptance by such Participants by entering into a Pricing Confirmation at or before 5:00 p.m. ET on the Business Day such pricing is provided.

(b) Overnight Pricing Offers. In addition to the pricing request and delivery times set forth in Section 5.3(a), on any Business Day following the Contract Date, if Participant (or PowerOptions on behalf of Participant) has by 3:00 p.m. ET on such Business Day requested pricing otherwise in the manner set forth in Section 5.3(a), Supplier shall, prior to 4:00 p.m. ET on such Business Day provide Participant (with copies to the League and PowerOptions) with the corresponding prices at which Supplier offers to sell Electricity with respect to such Accounts pursuant to each of the Price Options applicable to such Accounts for which Supplier provided Reference Pricing (unless a subset of such prices is requested). Such pricing shall include each of the Price Options for the immediately following period or periods of Basic Service pricing and for annual periods ending May 31 of 2020, 2021, and 2022 (or such other periods as requested by PowerOptions or Participant ending not later than May 31, 2022). Contingent upon notice provided to Supplier prior to issuing Pricing Offers, in cases where the Participant requires approval by its governing body in a meeting after 5:00 p.m. ET on such Business Day, such prices shall remain open for acceptance by such Participant by entering into a Pricing Confirmation at or before 10:00 a.m. ET on the Business Day following the Business Day such pricing is provided. Notwithstanding the foregoing, Supplier shall have the right to revoke overnight pricing offers in accordance with Section 5.3(f) below.

(c) Converting to Fixed Price. If Participant has previously exercised the Capacity Pass-Through Option, or has elected other Cost Components to be Passed Through for any current or future period with respect to one

or more Accounts, then Participant may request that such pricing be made fixed pursuant to Section 5.3(a) so that the price is inclusive of Capacity Costs or other Passed-Through Cost Components. To the extent available on commercially reasonable terms in the New England wholesale electric market, Supplier shall offer such replacement or supplement Price Option which shall be determined on the same basis as the Reference Pricing, including adjustment to reflect specific individual Participant factors and over the term of the replacement Price Option, without interest or similar charges, the cost or benefit resulting from any termination of the previous Price Option, taking into account only the change in applicable New England capacity costs since the initial exercise of such Price Option and the prior sourcing of such previous Price Option.

(d) All pricing offered by Supplier hereunder shall be determined on the same basis as the Reference Pricing and shall vary from such pricing for differences (including but not limited to) in Market Supply Cost, LDC rate class to the extent not provided in the Reference Pricing, individual Participant load shape, voltage level, administrative costs associated with the number of accounts, start and end dates (to the extent different from the start and end dates set forth in the Reference Pricing), creditworthiness, and the zone and/or any node, if applicable, established by ISO-NE.

(e) All price quotes will exclude taxes applicable to the Participant.

(f) Prices offered by Supplier under this Section 5.3 shall remain open for acceptance by Participant entering into a Pricing Confirmation, at or before 5 p.m. on the day such pricing is offered; provided, that prices offered under Section 5.3(b) shall remain open for acceptance by Participant entering into a Pricing Confirmation at or before 10:00 a.m. on the Business Day following the Business Day such pricing is provided. Participant shall be deemed to have entered into a Pricing Confirmation with Supplier with respect to one or more Accounts when it has executed and caused Supplier to receive, by telecopy, email or otherwise, a fully completed Pricing Confirmation with respect to such Accounts and Supplier has counter-signed the Pricing Confirmation. As set forth in Section 5 hereof, no Contract Price shall go into effect less than five (5) Business Days following the Submission Date of the associated Pricing Confirmation.

Notwithstanding the foregoing provisions of this Section 5.3(f):

(i) If, after 10:30 am ET on any day during the summer months of April-October an offer by Supplier pursuant to Section 5.3(a) is effective, the price of natural gas (measured as the unweighted forward 12 month strip, Henry Hub location, beginning with the month next following the current month (the prompt month)) increases by \$0.10 per dekatherm, then Supplier may revoke such offer by providing notice (to Participant, the League and PowerOptions) and a replacement offer shall be made as soon as possible following such notice to revoke the offer; and

If, after 10:30 am ET on any day during the summer months of April-October an offer by Supplier pursuant to Section 5.3(a) is effective, the price of natural gas (measured as described above) decreases by \$0.10 per dekatherm, then Supplier shall revoke offered pricing not yet accepted by Participant and replace it as soon as possible following notice of such revocation (to Participant, the League and PowerOptions).

(ii) If, after 10:30 am ET on any day during the winter months of November-March an offer by Supplier pursuant to Section 5.3(a) is effective, the price of energy in ISO-NE (measured as the unweighted forward 12 month strip) increases by \$1.00 per MWh or more from the same strip on such day, then Supplier may revoke such offer by providing notice (to Participant, the League and PowerOptions) and a replacement offer shall be made as soon as possible following such notice to revoke the offer; and

If, after 10:30 am ET on any day during the winter months of November-March an offer by Supplier

pursuant to Section 5.3(a) is effective, the price of energy in ISO-NE (measured as the unweighted forward 12 month strip) decreases by \$1.00 per MWh or more from the same strip on such day, then Supplier shall revoke offered pricing not yet accepted by Participant and replace it as soon as possible following notice of such revocation (to Participant, the League and PowerOptions).

5.4 Optional Programs. Supplier offers a variety of optional programs Participant may elect to include as part of this Agreement. The additional options are set forth as checkbox elections in Exhibit B (or under other exhibits as may be provided under this Agreement) and include additional terms and conditions that become part of the Transaction Confirmation. Participation in these programs is voluntary and if interested, Participant must check the box in Exhibit B and execute a Transaction Confirmation. The optional programs include the following:

5.4.1 Peak Response Program (Exhibit L). Participants who elect a Fixed Pricing option without Capacity Pass-Through option and elect a term for 24 months or longer can elect to participate in the Peak Response Program. Supplier's wholesale market expertise and team of meteorologists work to predict the New England peak summer hour to help Participant manage their installed capacity ("ICap") tags. Upon review of the terms and conditions set forth in Exhibit L, Participant will automatically be enrolled in the Peak Response Program and will receive a Day-before and Day-of notifications alerting them of a possible peak day. Participants with interval meters (at a maximum interval of one hour) on a Fixed Capacity product (as defined in the Transaction Confirmation) benefit from a credit, based on curtailment performance against a baseline value. A Participant with interval meters (at a maximum interval of one hour) on a Fixed Capacity product can benefit from a reduced peak load contribution (PLC, as defined in Attachment 2 to Exhibit B) and therefore a lower monthly Capacity charge when a new Purchase Period is priced.

5.4.2 Information to Implementation (i2i) Reporting Service (Exhibit H). A complimentary, value-added reporting service is available to Participants who elect a Layered or Portfolio Price Option upon Participant's review of the terms and conditions in Exhibit H. The i2i Reporting Service has two main components. The first is a series of reports (Key Performance Indicators (KPI), Cost/Budget, Net Open Position) for Participants who have executed a Transaction Confirmation. These reports provide Participant with detailed information about their expected versus actual monthly/annual usage, unit cost and spend. A Participant may receive KPI reports regardless of what product they employ to secure their electricity requirements. The second component, the Energy Strategy Planner (ESP) helps Participant considering either a Layering (Percent of Requirements-FIS Product) or Portfolio (Index plus Block Product) strategy to better understand future budgets and formulate their prospective hedging strategies. It includes a projected budget with high and low cost case scenarios for five purchasing strategies of 0%, 25%, 50%, 75%, 100% of the existing open load position. It is also possible to run custom strategies with specific purchase scenarios by month, for both on and off-peak load.

5.4.3 Fixed Price Option with Green-e Renewable Energy Certificates "RECs" Product (Attachment 2 to Exhibit B). Upon entering into a Fixed Price Transaction Confirmation, Participant can check the box on Exhibit B to include the purchase of Green-e RECs in an amount equal to a certain percentage of Participant's load (between 1%-100%) as part of the Contract Price. Also, at any time during the term of the Transaction Confirmation, Participant may purchase RECs by entering into one or more Retail Trade Transactions ("RTTs", as set forth in Exhibit K-2 and K-3) and such purchase will be included as a separate line item on the Participant's invoice. With the purchase of RECs, that are not included in the Contract Price, the only billing option allowed is a Supplier issued invoice; LDC issued invoice is prohibited.

5.5 Additional Pricing Alternatives. (capitalized terms used herein but not defined will have the meanings ascribed to them in the Exhibits, Pricing Confirmations and Transaction Confirmations).

5.5.1 Fixed Price with Capacity Passed Through. This product is the same structure as Fixed Price whereby Participant will secure the same fixed rate-per-kWh at a single point in time including all Cost Components except Capacity Costs. Participant may elect to have Capacity Costs "Passed-Through," according to the following formula for each LDC Account: capacity obligation (as reported by the LDC to ISO-NE) ISO-NE x ISO-NE capacity price x ISONE reserve margin). Capacity Costs will be shown as a separate line item on a Participant's bill issued by the Supplier. Participant's capacity tags change June 1st each year and may be modified by the LDC; capacity prices determined by ISO-NE are known for three years in advance and are periodically adjusted through reconfiguration auctions; reserve margin percentages determined by ISO-NE change modestly from month to month with each capability year (June 1 – May 31).

5.5.2 Fixed Price with Other Cost Components Passed-Through. In addition to electing to pass through Capacity Costs, Participant may also elect to have any individual or combination of the following Cost Components "Passed-Through": renewable portfolio standard("RPS"); MA Clean Energy Standards ("CES"); FERC 745; Ancillary Services and ISO Costs bundle (cannot be separated and includes RMR, forward reserves, day ahead operating reserves, real time operating reserves, regulation, TR schedule 2 and 3, GIS). All Cost Components that are Passed-Through will be shown as a separate line items on a Participant's bill issued by Supplier. All Cost Components that Participant elects to pass through are determined as the Participant's share of those costs as billed to the Supplier. In all Transaction Confirmations, even full pass-through contracts, both Transmission Loss Credits (TLC) and Auction Revenue Rights (ARR) must be locked.

5.5.3 Portfolio (Index plus Block (IPBS) - Exhibit G). Participant may secure kW blocks of energy monthly for specified terms (one to 48 months). Block purchases may be made for service ATC (around the clock), Peak, Off Peak, and in combinations either on a monthly or meter-read basis. Participant will request to make a purchase of blocks at least ten (10) Business Days prior to Participant's Start Date for such purchase and Supplier will make block amounts available to the Participant in a commercially reasonable time frame to effectuate the transaction. Purchases will be made by execution of Retail Trade Transaction Confirmation (in a form similar to Exhibit K-1), which will include the details of the purchase. The block size purchased will be limited to a quantity that is below Participant's anticipated usage. Participant may be charged for usage above or below the blocks ("balancing energy") purchased at locational marginal prices (LMPs) on either the Day Ahead or Real-Time index market on a monthly basis as set forth in the Transaction Confirmation. Line losses are billed at each Account's known line loss %. Participant may also elect to lock or pass through the non-energy Cost Components listed under Section 5.5.2 above in their "Retail Service Price". The Retail Service Price includes, at a minimum, TLC, ARR, and Supplier margin. All Passed-Through Cost Components will be shown as separate line items on a Participant's bill issued by Supplier. The Transaction Confirmation (Exhibit G) will include Participant's elections to fix or pass through Cost Components. If Participant elects to pass through any Cost Components, then the only billing option would to receive a Supplier issued invoice.

Prior to initial initiation of this Agreement, Supplier and Participant shall confer about the mechanics of the Portfolio Price Option, the then current outlook for forward and Day Ahead LMP, and opportunities for the Portfolio Option to address the Participant's expectations for pricing. The Supplier and Participant may confer up to 12 times annually to discuss strategy for purchasing.

If Participant elects to receive i2i Services Reports (as described above in Section 5.4.2 and in Exhibit H), then they will receive the following reports: Key Performance Indicators, Cost/Budget, Net Open Position. These reports provide Participant with detailed information about their expected versus actual monthly/annual usage, unit cost and spend.

5.5.4 **Layering Price Option (Percent-of-Requirements (FIS) - Exhibit F-1).** Rather than kW blocks, Participant may secure future electricity requirements over time through load-following "layers" in minimum increments of 5% per purchase via a Retail Trade Transaction ("RTT", Exhibit K-1). Should 100% of energy be secured forty-five (45) days before power flow for a given term, Participant may "flip" to a weighted fixed price by executing a FIS-to-Fixed RTT, Exhibit K-4. As a result, a Fixed Price is still achieved, but through multiple purchases over time as opposed to a single purchase. Layers may be secured for specified terms (one to 48 months). If Participant has a remaining percentage of energy not secured for a given service period ("balancing energy"), then the price of energy shall be the locational marginal prices (LMPs) on either the Day Ahead or Real-Time index market on a monthly basis as set forth in the Transaction Confirmation. Line losses are billed at each Account's known line loss %. Participant may also lock or pass through the non-energy Cost Components listed under Section 5.5.2 above in their "Retail Service Price." The Retail Service Price includes, at a minimum, TLC, ARR, and supplier margin x kWh usage each month. All Passed-Through Cost Components will be shown as separate line items on a Participant's bill issued by Supplier. Identification of the Cost Components and Participant's election for each of the Cost Components shall be set forth in the Cost Components Table in Transaction Confirmation.

Prior to initial initiation of this Agreement, Supplier and Participant shall confer about the mechanics of the Layering Price Option, the then current outlook for forward and Day Ahead LMP, and opportunities for the Layering Option to address the Participant's expectations for locking in pricing for a percentage of Participant's usage. The Supplier and Participant may confer up to 12 times annually to discuss strategy for purchasing.

Load-following *layers* can be secured as follows:

1. Transitionally – Participant may secure a certain % of a future term on a given day, executing a Retail Trade Transaction ("RTT", in a form similar to Exhibit K-1). The RTT will list the % of load to be secured, for what delivery (ATC, On Peak, Off Peak) and for what timeframe (RTT Start Date/RTT End Dates). Participant will request to make a purchase of a load-following layer at least ten (10) Business Days prior to Participant's Start Date for each Account and Supplier will make load-following layer purchase amounts available to Participant in a commercially reasonable time frame to effectuate the transaction.
2. MVPe "smart buying" Program (Exhibit F-2) – Participant elects to buy all or a certain percentage of their future load for a given term through automated *smart buying*. Volumes purchased can be:
 - the same each month (straight dollar-cost averaging) or
 - vary each month based on Supplier's proprietary algorithm (current prices relative to past two-years)
 - automatic purchases are made on the 6th of each month, unless the 6th falls on a weekend or holiday, in which case the purchase is made the next available business day.

The details for the Participant's MVPe buying strategy will be contained in Exhibit F-2.

If Participant elects to receive i2i Services Reports (as described above in Section 5.4.2 and in Exhibit H), then they will receive the following reports: Key Performance Indicators, Cost/Budget, Net Open Position. These reports provide Participant with detailed information about their expected versus actual monthly/annual usage, unit cost and spend.

5.5.5 Purchase of Green-e RECs: All electricity products may be "greened up" through the purchase of Green-e Renewable Energy Certificates (RECs), separate from any RPS requirements. Green-e REC purchases can be shown as a separate line item on a Participant's bill issued by Supplier or bundled into the cost of their Fixed Price electricity supply. Participant can incorporate percentages of green (from 1% to 100%) into any product in this Section 5.5. Executed agreements to purchase RECs will include the Green E terms and conditions and a Green-E certified REC certificate. In the event that Participant is interested in purchasing RECs from specific states and/or different classes, then Supplier may consider offering such RECs at agreed upon terms and conditions.

5.6 Contract Price Adjustments.

(a) If the LDC changes any Account subject to a Price Option from primary voltage to secondary voltage, or vice versa, Supplier may, following notice to Participant, prospectively adjust the Contract Price to reflect the resulting change in the applicable LDC loss factors.

(b) If the LDC reduces the Non-PTF loss factors applicable to any Account, Supplier may, within thirty (30) days, prospectively downwardly adjust the Contract Price applicable to such Account for the duration of the Contract Price.

5.7 Accounts without Usage History.

Notwithstanding the above provisions of Section 5, if an Account included on a Pricing Confirmation or Transaction Confirmation has, at the time of request for a quotation of a Contract Price, been then-recently established and is without sufficient consumption history or other information needed to develop a reasonable usage profile for quotation for the requested period of a Pricing Confirmation or Transaction Confirmation, as applicable, the Supplier and Participant shall develop an acceptable pattern of usage for purposes of pricing the Account, including hourly usage, if needed. Such Account's Contract Price will, unless otherwise agreed by the Parties, use the Capacity Pass-through Option, and the fixed prices will be applicable to the agreed usage amounts, subject to a 10% bandwidth allowance applicable to each relevant period of pricing, e.g., hourly or monthly. To the extent Participant's usage levels exceed the bandwidth, the Energy component of such excess requirements may be billed at the Day-Ahead LMP and/or Real-Time LMP applicable to the Load Zone of the Facility and will also be subject to applicable line losses and a fixed adder, excluding capacity costs from the fixed adder. The retail service fee (fixed adder) applicable to the Account shall be detailed on such Exhibit G or Exhibit F.

6. Losses.

Contract Price shall include all transmission and distribution losses associated with the delivery of Electricity supplied under this Agreement to Participant's meters, and not included in the LDCs retail distribution tariffs. Specifically, all billing quantities shall be equal to the applicable meter reading quantities and shall not be adjusted or grossed up for losses.

7. Billing and Payment.

7.1 Under Standard Billing Service (LDC issued invoices, including Supplier charges), for Fixed Price Option products only, as provided under applicable laws and State Public Utility Authority regulations (i.e., the LDC bills both Delivery and Supplier Charges), Supplier shall cause the Participant's LDC(s) to bill Participant monthly with respect to such Accounts for Electricity provided hereunder, contemporaneously with such LDC's billing for services with respect to the same period, with payment for both Delivery and Supplier charges due to the LDC on the Due Date. Any LDC fees for said billing service shall be the responsibility of Supplier.

Participant will be responsible for LDC Delivery Charges applicable to retail customers being served by competitive suppliers. Participant will remit all payments directly to said LDC. Receipt of payment by the LDC from Participant with respect to a bill shall be deemed to be receipt by Supplier. The right of Participant to offset, and the rate and calculation of interest on overdue amounts, shall be the same as those that would be applicable, were Participant taking Electricity supply from the applicable LDC.

In the event there are monies which are the subject of a properly effectuated good faith dispute with Supplier which cannot be withheld from payments to the Supplier via the LDC, Supplier shall promptly refund or credit Participant with any agreed-to refund upon resolution of such dispute.

7.2 Standard Billing Service is only available for Fixed Price Options. All other Price Options must be separately billed directly from the Supplier to the Participant. Upon notice to the Supplier and the relevant LDC, a Participant with a Fixed Price may switch to direct billing by the Supplier. For all other Pricing Options, Supplier's invoices will be sent to Participant in accordance with Supplier's normal billing cycle, as adjusted from time to time consistent with the applicable LDC meter read dates. The Supplier issued invoices are due and payable on the Due Date and, unless otherwise provided for herein, are due without offset or reduction of any kind.

If Participant in good faith disputes any invoice amount (or Supplier issued invoices), then Participant shall continue to pay any undisputed amount and withhold such disputed amount from payment to Supplier so long as Participant provides written notice to Supplier of the nature and extent of the dispute on or before the Due Date. Upon resolution of a dispute, Supplier shall pay any agreed-to refund to Participant or Participant shall pay to Supplier the agreed-to resolution amount, as the case may be. Invoices not paid on or before the Due Date will accrue interest daily on outstanding amounts (other than any disputed amounts) from the Due Date until paid in full.

If Participant enters into a Pricing Confirmation or Transaction Confirmation with respect to an Account then not subject to a Contract Price and the Start Date is less than twelve (12) Business Days from the day after the Submission Date of the Pricing Confirmation or Transaction Confirmation, as applicable, Supplier may at its option elect direct billing for all charges hereunder with respect to such Account during the first billing cycle (and only such first billing cycle) such Pricing Confirmation or Transaction Confirmation, as applicable, is in effect.

To the extent that the relevant LDC does not provide accurate usage information with respect to one or more Accounts in a timely manner, or ISO-NE does not supply in a timely manner relevant data needed to determine the Contract Price, Supplier may use reasonable estimates of usage or ISO-NE data during the relevant month in preparing bills, provided that Supplier shall perform a corresponding true-up to actual usage and data in connection with the bill with respect to the following month or the next month following availability of actual usage or data. Notwithstanding anything to the contrary in this Agreement, no situation or state of affairs, including any action or inaction by either Party, arising from or relating to any failure of the LDC or ISO-NE to provide accurate information to either Party may constitute or give rise to a default by Participant.

7.3 Summary Billing. In the event Supplier has initiated delivery of Electricity and direct billing is implemented, at Participant's option Supplier shall, to the extent it has the technical capability, consolidate on a single bill format ("Summary Billing"): (1) multiple Accounts with a common meter reading date within any LDC; or (2) for each monthly billing period multiple Accounts within any LDC.

7.4 Participant acknowledges that any costs assessed by the LDC or any third party as a result of Participant's switch to or from Supplier, including but not limited to switching costs, are not included in the Contract Price and shall be the responsibility of the Participant.

7.5 All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered; provided, however, Supplier may rebill based on post-period audits or adjustments made by the NE-ISO, LDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

8. Failure to Pay.

If Participant has not paid in full for Electricity on the Due Date, then Supplier may:

8.1 After advance written notice to Participant, the League and PowerOptions, accrue a late payment charge on any overdue amount at the lesser of 1.5% per month or the highest rate permitted by law.

8.2 If any overdue amount continues to be unpaid following the thirty (30) days written notice to cure provided in Section 10.1.1 below, Supplier may continue to apply a late payment charge on the overdue amount as provided above and, following ten (10) days written notice (which written notice shall be issued separately from any bill and only after the expiration of such thirty (30) days' notice to cure provided in Section 10.1.1 below), if Participant has failed to pay such overdue amounts, Supplier may, in accordance with Section 10, elect to terminate this Agreement as to the Accounts so overdue, collect an amount calculated in accordance with Section 10.2.1(A) and transfer service to the LDC in accordance with the procedures set forth in Section 10.3.

9. Guarantee/Financial Assurance.

In connection with the execution and delivery of this Agreement by the Parties, Supplier shall provide to PowerOptions (for its benefit and the benefit of certain participants) an executed Parent Guaranty of Exelon Generation Company, LLC, the parent corporation of Constellation NewEnergy, Inc. in the form attached hereto as Exhibit A.

10. Default and Termination.

10.1 Event of Default. Except with respect to the failure of Participant to pay, which is addressed exclusively in Section 8 above, an event of default (an "Event of Default") shall be deemed to exist upon the occurrence of any one or more of the following events:

10.1.1 failure by either Party to meet any payment obligation hereunder, if such failure continues for a period of thirty (30) days following written notice of such failure;

10.1.2 failure by either Party to perform fully any other material obligation hereunder if such failure continues for a period of thirty (30) days following written notice of such failure, provided that if such failure cannot be cured within thirty (30) days, as long as the defaulting party diligently pursues a cure, such period shall be extended to ninety (90) days, unless such failure is as to an obligation to pay amounts due;

10.1.3 if by order of a court of competent jurisdiction, a receiver or liquidator or trustee of either Party, or of any of the property of either Party, shall be appointed, and such receiver or liquidator or trustee shall not have been discharged within a period of sixty (60) days; or if by decree of such a court, either Party shall be adjudicated bankrupt or insolvent, or any substantial part of the property of such Party shall have been sequestered, and such decree shall have continued undischarged and unstayed for a period of sixty (60) days after the entry thereof, or if a petition to declare bankruptcy or to reorganize either Party pursuant to any of the provisions of the

federal bankruptcy code, as it exists from time to time, or pursuant to any other similar state statute applicable to such Party in effect from time to time, shall be filed against such Party and shall not be dismissed within sixty (60) days after such filing; or

10.1.4 if either Party shall file a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consent to the filing of any bankruptcy or reorganization petition against it under any similar law, or, without limitation to the generality of the foregoing, if either Party shall file a petition or answer or consent seeking relief or assisting in seeking relief in a proceeding under any of the provisions of the federal bankruptcy code as it exists from time to time, or pursuant to any similar state statute applicable to such Party in effect from time to time, or an answer admitting the material allegations of a petition filed against it in such a proceeding, or if either Party shall make an assignment for the benefit of its creditors, or if either Party shall admit in writing its inability to pay its debts generally as they become due, or if either Party shall consent to the appointment of a receiver or receivers, or trustee or trustees, or liquidator or liquidators of it or all or any part of its property.

10.1.5 failure by either Party to maintain in effect at all times the Financial Assurance in accordance with the terms of Section 9 above and terms of Credit Assurance Section 11 below; and.

10.1.6 any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within thirty (30) days after written notice from the other Party.

10.2 Remedies. Upon the occurrence and during the continuation of any Event of Default hereunder, the Party not in default shall have the right:

10.2.1 following all applicable notice and cure periods, to terminate this Agreement in whole or with respect to the Account(s) which is the subject of the Event of Default, if less than all, upon thirty (30) days written notice to the defaulting Party if the Event of Default is then continuing. In such event, the defaulting party shall be obligated to pay, and shall pay to the non-defaulting party Actual Damages, if any, resulting from such early termination; For purposes of this Agreement, "Actual Damages" means the total amount of the loss that the non-defaulting party (or, in the event of a termination without cause, the non-terminating party) (as applicable, the "Damaged Party") would experience as a result of early termination. As to a terminated Account, Actual Damages shall be deemed to equal: (A) where Supplier is the Damaged Party, the positive difference, if any, between the Contract Price of the electricity for the remaining Purchase Period of such terminated Account and the market price of the electricity and services for the remaining Purchase Period of such terminated Account, in each case as determined by Supplier in a commercially reasonable manner plus any unpaid amounts due from Participant to Supplier; and (B) where Participant is the Damaged Party, the positive difference, if any, between the purchase price at which Participant obtains alternative electricity supply to cover the remaining Purchase Period of such terminated Account and the Contract Price of the electricity for the remaining Purchase Period of such terminated Account, minus any unpaid amounts due from Participant to Supplier. The price paid hereunder by Participant to its LDC(s) for alternative electricity supply shall be deemed "commercially reasonable." The defaulting Party shall pay such early termination payment together with any other amounts due to the Damaged Party within thirty (30) days of receipt of written notice of such early termination. The Parties acknowledge and agree that the early termination payment under this Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. Except as otherwise set forth in Section 13, if Participant's Facility associated with an Account receiving Electricity hereunder is closed, vacated, sold or otherwise disposed of by Participant, then either Party may terminate the Agreement with respect to such Account upon thirty (30) days written notice to the other Party, in which event Participant may owe an early termination payment to Supplier calculated in accordance with the Section 10.2.1.(B).

10.2.2 to pursue any other remedy under this Agreement or now or hereafter existing at law or in equity or otherwise.

10.2.3 If Supplier is the defaulting Party and an undisputed early termination payment has not been paid to Participant pursuant to Section 10.2.1 above, then Participant shall be entitled to request that such payment be issued pursuant to the terms of Financial Assurance (see Section 9 above). If Participant is the defaulting party and an undisputed early termination payment has not been paid to Supplier pursuant to Section 10.2.1., then Supplier shall be entitled to request that such payment be issue pursuant to the terms of any Credit Assurance provided in accordance with Section 11.

10.3 Regarding each covered Account, termination shall be effective on the date of the next scheduled meter reading for said Account, unless

10.3.1 Supplier does not submit the required "drop customer" transaction to the LDC prior to the next meter reading date in accordance with the LDC's protocols, in which case the effective date of termination shall be the next subsequent meter reading date after the "drop customer" transaction has been properly submitted; or

10.3.2 In the event of a default by Supplier, Participant does not either inform the LDC of the termination or initiate generation service with another supplier prior to the next meter read date or the next scheduled meter reading date of such Account in accordance with the LDC's protocols, whichever is earlier, in which case the effective date of termination shall be the next subsequent meter reading date after the Participant has either informed the LDC of the termination or initiated supply with another supplier with respect to such Account.

11. Provision of Data; Credit Review; Posting Credit Assurance.

By executing this Agreement and a letter in the form attached hereto as Exhibit C (or any such data subscription forms or any other authorizations as required by the LDC), Participant authorizes its LDC(s) to provide Supplier, and through Supplier, PowerOptions and the League, the following data (as reasonably required by Supplier) with respect to Participant: historical consumption and interval load data, payment and credit history, types of service, meter readings and any other information relevant to Participant's current LDC(s) Account(s), which is to be available to Participant by law or regulation. Any such subscription or LDC provided hourly profiled or interval usage data will (i) include the last 12 months of data for each Account and (ii) will expire within 90 days of it being received by Supplier. Participant may be required to submit updated usage information for each Account before Supplier is obligated to enter into this Agreement and/or issue a Transaction Confirmation. If necessary, Participant shall directly request such information from its LDC(s) and shall promptly relay to Supplier all such data received. Participant shall not be responsible for fees, if any, charged by its LDC(s) for the LDC's provision of such data.

Within five (5) Business Days of receipt of Participant's interest in entering into this Agreement, if the credit of Participant does not meet reasonable standards and the most recent aggregate annual usage of Participant's Accounts is greater than 5,000MWh, Supplier may at its option, exercised by written notice within such five (5) day period (which may be made by confirmed e-mail), request Participant to provide Supplier with commercially reasonable credit assurance as a condition of effectuating the Agreement, which may consist of the provision of an interest bearing deposit, letter of credit, or other means acceptable to both parties, in an amount not to exceed estimated amounts payable by Participant for sixty (60) days of service by Supplier, or Supplier shall have the option to decline service to the Participant. The interest rate applicable to such deposits shall be equal to the customer deposit interest rate for LDCs approved by the applicable State Public Utility Authority or by law from time to time. If Participant does not agree within two (2) Business Days to provide properly requested credit assurance to Supplier in effectuation of the Contract Date,

Supplier may decline to enter into the Agreement until the request for credit assurance is resolved.

Further, where the credit of Participant does not meet reasonable standards and the most recent aggregate annual usage of Participant's Accounts is greater than 5,000MWh, then (i) if Participant is rated by either S&P or Moody's, in the event that Participant's S&P or Moody's Sr. Unsecured or Underlying rating were to fall below BBB- or Baa3, respectively, Supplier may request Participant to provide commercially reasonable credit assurance(s) in an amount not to exceed estimated amounts payable by Participant for four (4) months of service by Supplier and Participant shall provide such credit assurances within ten (10) Business Days of such request; or (ii) if Participant is not rated by either S&P or Moody's – if at any time, Supplier has Good Faith Credit Concerns regarding the Participant, the Parties' representatives shall meet within ten (10) Business Days and Participant shall promptly provide to Supplier all reasonably requested documentation necessary for Supplier to obtain an accurate overview of Participant's ability to continue to perform under this Agreement. If Supplier is not reasonably satisfied regarding Participant's continued ability to perform following such meeting and review, Supplier may request that Participant provide reasonable credit assurance(s) in an amount not to exceed estimated amounts payable by Participant for four (4) months of service by Supplier, with respect to the Account(s) for which the Good Faith Credit Concerns arose and Participant shall provide such commercially reasonable credit assurance(s) within ten (10) Business Days, failing which, with respect to such Account(s), the Supplier may terminate this Agreement in accordance with Sections 8.2 and 10.1.5. Upon termination of this Agreement for any reason, any amounts paid as credit assurance by Participant pursuant to this Section with respect to affected Accounts, including any accrued interest thereon, shall be returned to Participant within thirty (30) days of the date of termination to the extent such amounts have not been properly drawn upon by Supplier in respect of amounts owed by Participant to Supplier pursuant to this Agreement.

For purposes of this Agreement, "Good Faith Credit Concerns" shall mean that Participant has failed, to maintain a S&P or Moody's ratings as provided above (if applicable) and/or has failed to remit payment in full, other than with respect to amounts withheld by Participant in connection with a good faith billing dispute, and Supplier has provided Participant, with respect to such Account, the written notice addressing "failure to pay" described in Section 8.2.

Upon termination of this Agreement for any reason, any amounts paid by Participant pursuant to this Section, including any accrued interest thereon, shall be returned to Participant within thirty (30) days of the date of termination to the extent such amounts have not been properly drawn upon by Supplier pursuant to this Agreement.

12. Confidentiality of Participant's Data.

12.1 Participant Data. Supplier may rely upon the authorization of Participant in Exhibit C (or any such data subscription forms or any other authorizations required by the LDC) to obtain relevant usage (hourly or interval data as reasonably required by Supplier) that is provided to Supplier within a 90 day expiration period and other data as reasonably required by Supplier to effectuate this Agreement. All costs of obtaining data shall be the responsibility of Supplier. All of Participant's data that Supplier obtains through this Agreement belongs to Participant and shall be provided as requested to Participant in electronic format, if available and so requested, without cost, upon fifteen (15) Business Days' notice. Supplier further agrees to keep confidential both Participant's data so obtained and all other confidential information relating to Participant as required by federal and state laws, and to restrict access to such information to only the League, PowerOptions and to those employees of Supplier and/or third parties who need such access to enable Supplier, the League or PowerOptions to perform its services under this Agreement. Furthermore, Supplier may make such other disclosures to third parties, including aggregate consumption data, provided they cannot be reasonably expected to specifically identify Participant.

12.2 Price Options. Participant acknowledges that the pricing under the Price Options and the terms of this Agreement are proprietary to Supplier and PowerOptions and reflect certain trade secrets and other competitive information that would irreparably harm Supplier and PowerOptions if disclosed to others.

Participant agrees, subject to the requirements of applicable laws, regulations, ordinances, and judicial and administrative process and order, and the like, to keep confidential all pricing information so obtained and to restrict access to such information to only the League, PowerOptions and to those employees of Participant and/or third parties (subject to confidentiality agreements) who need such access to enable Participant to make an informed decision with respect to a Price Option.

12.3 If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.

13. Material Change in Use.

This Section 13 applies only to Participants with an estimated annual usage of 5,000MWh or more ("**MC Threshold**"). Participant understands and acknowledges that the Contract Prices set forth in this Agreement have been established based on its Participant Baseline (defined below). For purposes of this Section 13, "**Participant Baseline**" shall mean a Participant's historical usage for Enrolled Account(s) during the twelve (12) calendar months prior to the Contract Date or in the case of Enrolled Account(s) that did not receive Electricity in the prior year period, Supplier's good-faith estimate of the anticipated monthly consumption for such Enrolled Account(s), adjusted for variations relating to weather; and "**Program Baseline**" shall mean the total historical monthly usage for all Enrolled Accounts of all participants in the PowerOptions program for the corresponding month in the immediately preceding year adjusted for variations relating to weather.

For the purposes hereof, "**Enrolled Accounts**" shall mean all Accounts with respect to which the applicable LDC has accepted the enrollment transaction for Electricity supply from Supplier under this Agreement, excluding Accounts while subject to the Section 5.5 Price Option. The circumstances under Sections 13.1 and 13.2 are referred to as a "**Material Change in Use**".

13.1 Participant (above the MC Threshold) shall provide Supplier with a ninety (90) days' advance written notice of:

- (1) closure of any Enrolled Account; provided that such closure is within the ordinary course of Participant's business and does not include taking supply from the LDC or another energy supplier;
- (2) a reduction of usage under any Enrolled Account to zero consumption without closure of the Enrolled Account;
- (3) any change in use within Participant's control, such as Facility closings, planned equipment outages or replacements, new buildings under Enrolled Accounts or other similar circumstances, including without limitation participation in one or more load response programs from time to time; or
- (4) any installation of any behind the meter co-generation that has not previously been disclosed by Participant to Supplier on Exhibit D (attached hereto, which includes any installed or plans to install any type of behind the meter co-generation during the Term).

13.2 Participant (above the MC Threshold) shall provide prompt written notice (but no later than two (2) Business Days) of any circumstances that become known to Participant outside Participant's control, such as Participant's equipment failure.

13.3

(a) In the event that a Material Change in Use by Participant (above the MC Threshold) causes a usage variation in the Program Baseline by more than plus or minus five percent (+/-5%), then, unless Participant has provided the notice required by Sections 13.1 and 13.2 above, such Participant may be liable to Supplier for the incremental costs Supplier actually incurs to supply Electricity as a result of Participant's Material Change in Use. For the avoidance of doubt, if Participant provides notice as prescribed by Sections 13.1 and 13.2

above, Participant shall have no liability under this Section for any Material Change in Use unless Participant is otherwise subject to the Participant Baseline provision in Section 13.3(b) below.

(b) In the event that a Material Change in Use by Participant with an estimated annual usage of 20,000MWh or more causes a usage variation in its Participant Baseline by more than plus or minus thirty percent (+/-30%), then such Participant may be liable to Supplier for the incremental costs Supplier actually incurs to supply Electricity as a result of Participant's Material Change in Use whether or not Participant has provided notice under this Section as prescribed by Sections 13.1 and 13.2. above. For the avoidance of doubt, if Participant has an estimated annual usage of less than 20,000MWh (and, if necessary, has provided the required Program Baseline notice), Participant shall have no liability under this Section for any Material Change in Use.

13.4 All billing of such costs under this Section 13 shall: (i) occur with regular billing with respect to the subject Enrolled Accounts; (ii) be accompanied by documentation reasonably demonstrating that billed costs were incurred by Supplier, are eligible to be passed through hereunder and are properly calculated. Supplier's documentation shall include a report, showing, at a minimum Participant's actual usage for the current month for Enrolled Accounts and Participant's Baseline for Enrolled Accounts prior to the Material Change in Use.

13.5 For avoidance of doubt, Section 13 is intended to permit usage fluctuations across the Enrolled Accounts and does not permit a Participant (either under or above the MC Threshold) to: (i) terminate the Agreement early or to reduce to zero consumption usage for all Enrolled Accounts; or (ii) add new accounts to this Agreement without the execution of an amendment agreed to by the Parties (including a Pricing Confirmation or Transaction Confirmation with a new Contract Price) as further described in Section 27 below.

14. Change in Law.

Supplier agrees that compliance with any Change in Law resulting in a material increase or decrease in Supplier's costs to supply Electricity to Account(s) during the Purchase Period requires approval by PowerOptions (such approval shall not be unreasonably withheld and shall not impact Supplier's right to make an adjustment as set forth below) prior to recovering or providing credit of such costs to Participant. At least 30 days prior to charging or crediting Participant for the material increase or decrease in costs resulting from the Change in Law, Supplier shall submit to Participant, the League and PowerOptions for review a written notice setting forth in detail: (i) the applicable Change in Law; (ii) the manner in which such change in law increases or decreases Supplier's costs to supply Electricity to the Account(s); and (iii) Supplier's proposed adjustment to the Contract Price for Electricity in this Agreement to reflect such increases or decreases in costs to the Accounts during the Purchase Period. PowerOptions shall notify Supplier if it accepts the changes contained in the notice within 30 days, provided that Supplier promptly responds to any questions received from PowerOptions regarding the notice. If such changes are accepted by PowerOptions, Supplier may make an adjustment such that the new Contract Price compensates Supplier for the material increase arising from the Change in Law, and said adjustment will remain in effect during the Purchase Period for as long as the costs arising from the Change in Law continue to be incurred by Supplier. If such changes are not accepted by PowerOptions, Supplier may opt to make such adjustment, but Participant may dispute such charges under the Participant Agreement in accordance with state law. For the avoidance of doubt, such increase or decrease in costs must be actual and material as reasonably determined by Supplier.

Change in Law means (i) a new charge or cost imposed on and payable by Supplier after the Contract Date by ISO-NE or its successor, the LDC in which Participant is located, or an applicable governmental or regulatory authority; (ii) an increase in an existing charge or cost imposed by ISO-NE or its successor, the LDC, or an applicable governmental or regulatory authority, which was not anticipated at the time of the Agreement; or (iii) a new element of retail full requirements service imposed through law or regulation by a State Public Utility Authority, the United States, or other applicable governmental or regulatory authority, including, but not limited to, a retail portfolio standard in addition to the existing Renewable Portfolio Standard or a tax on the carbon

content of fuel used to produce electricity, provided that such change does not constitute a Force Majeure pursuant to this Agreement.

All billing related to the Change in Law with respect to Accounts that are the subject of a Pricing Confirmation or Transaction Confirmation shall (i) occur with regular billing with respect to the subject Accounts, (ii) be accompanied by documentation reasonably demonstrating that billed costs are eligible to be passed through hereunder and are properly calculated, and (iii) be completed with the final regular bill with respect to such Account under such Pricing Confirmation or Transaction Confirmation.

15. Warranty.

Supplier warrants good title free and clear of all encumbrances and the right to deliver title to all Electricity sold hereunder. Supplier shall indemnify, defend and hold Participant harmless against all suits, actions, debits, accounts, costs, loss, damage and expense arising out of or relating to adverse claims on the Electricity delivered up to the Delivery Point. All Electricity delivered hereunder shall meet the quality standards of the ISO-NE, the Participant's LDC and any other competent authority. **THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OR TRADE.**

16. Measurement.

Quantities of Electricity shall be measured in accordance with the tariff of the applicable LDC in effect from time to time.

17. Risk of Loss.

Title to Electricity sold by Supplier and purchased hereunder shall pass to Participant at the Delivery Point(s). Control, possession and risk of loss of the Electricity and responsibility for any loss, damage or injury occasioned thereby shall transfer at the Delivery Point(s). Each Party will indemnify and hold the other harmless from third party claims of any nature attributable to such Electricity while said Party has control and possession, excluding loss, injury or damage caused by the Party not in control and possession.

18. Taxes.

Supplier shall apply all appropriate Taxes relating to or arising out of this Agreement unless and until Participant provides Supplier all required valid exemption certificates. If valid exemption certificates are not provided, Participant shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under the Agreement, including any taxes enacted after the Contract Date (collectively, "Taxes"). Each Party shall indemnify, defend and hold harmless the other party from and against any Taxes for which the indemnifying Party is responsible. All Taxes invoiced to Participant under the Agreement will be included on the invoice separate from the Contract Price (unless required by law to be included in the Contract Price).

19. Representations and Warranties.

Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which this Agreement is executed and delivered) that: (i) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the

Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Participant warrants, represents and covenants that: (i) the data given and representations made concerning its Account(s) are true and correct to the best of Participant's knowledge; (ii) it is entering into the Agreement to purchase its energy requirements only and not for speculative or resale purposes; and that the energy purchased under the Agreement will be consumed at the facilities to which the Account(s) relate; (iii) it is the party of record of the Account(s), or if it is not the party of record, it has the authority to enter into and bind the party of record to the Agreement; and (iv) if Participant is a Governmental Entity, (i) it will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of the Agreement; and (ii) it will use commercially reasonable efforts to obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under the Agreement and if sufficient funds have not been appropriated for the next fiscal year, Participant shall provide written notice to Supplier who shall have the right to terminate this Agreement at the end of the then current fiscal year by giving the Participant not less than thirty (30) days prior written notice of termination.

Participant acknowledges that Supplier is paying a fee to PowerOptions and the League in connection with their efforts to facilitate the parties entering into this Agreement, for the League's role in conducting the competitive solicitation from which this Agreement was negotiated and made available to REAP members, and for ongoing administration of REAP and PowerOptions program.

20. No Participation in Municipal Aggregation.

Participant agrees that it shall not participate in any municipal aggregation for purchase of Electricity with respect to the Accounts set forth in Pricing Confirmation or Transaction Confirmation, for the term of the Purchase Period. Participant represents that it shall take all steps necessary to "opt out" of any municipal or municipally-sponsored Electricity purchasing program with respect to such Accounts.

21. Limitation of Liability.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, DIRECTLY OR INDIRECTLY, INCLUDING WITHOUT LIMITATION THROUGH OBLIGATIONS TO INDEMNIFY THIRD PARTIES, FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, DOWNTIME COSTS OR OTHER BUSINESS INTERRUPTION DAMAGES, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE EQUIPMENT OR FACILITIES, WHETHER ARISING BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE. The Parties hereby release PowerOptions from any liability arising from or relating to this Agreement or the relationship between the Parties. This provision shall survive the expiration or early termination of this Agreement.

Notwithstanding anything to the contrary contained herein, Participant is not waiving any right to assert claims and liability limits of applicable state laws pertaining to liability of governmental entities or subdivisions, including without limitation, municipalities and municipal subdivisions (hereinafter referred to as the "governmental entity").

22. Force Majeure.

Either Party shall be excused from performance hereunder, other than either Party's obligation to make payments of amounts already due hereunder, and shall not be liable for damages or otherwise if, and to the extent that, the Party shall be unable to perform fully or is prevented from performing fully by an event of Force Majeure. For such purposes, Force Majeure shall mean any act, event, cause or condition that is beyond the Party's reasonable control, including without limitation any hurricane, tornado, flood, labor disputes, lightning, earthquake, fire, civil disturbance, or act of God or public enemy, that in each case prevents physical delivery of Electricity and is not caused by the Party's fault or negligence, and that by the exercise of reasonable diligence the Party is unable to prevent, avoid, mitigate or overcome. The Party affected by an event of Force Majeure shall provide the other Party, as soon as reasonably practicable, with written notice of the event of Force Majeure and shall make all reasonable efforts to mitigate the effect of such event. If the event of Force Majeure is not corrected within seventy-five (75) days, the non-affected Party may terminate the Agreement. Notwithstanding the foregoing, Force Majeure shall not include a failure or inability to perform or comply with any of the covenants or obligations imposed upon the Party claiming Force Majeure under this Agreement that is caused by lack of funds or other financial problems affecting, or would result in an economic hardship for, said Party.

23. Equal Employment Opportunity Clause.

The Equal Employment Opportunity clause required under Federal Executive Order No. 11246, the affirmative action commitment for veterans, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 650-741.4, the related regulations of the Secretary of Labor, 41 CFR Chapter 60, and applicable state laws and regulations are included by reference in this Agreement, and Supplier certifies, warrant and covenants that it has and shall at all times comply with the requirements contained therein to the extent required thereby.

24. Government Regulations.

This Agreement and all rights and obligations of the Parties hereunder are subject to all applicable federal, state and local laws and all duly promulgated orders and duly authorized actions of governmental authorities. Supplier shall obtain and maintain at its expense all permits and licenses necessary to perform the services under this Agreement.

25. Independent Contractor and License.

Supplier is and shall perform as an independent contractor under this Agreement. Neither Party has the authority to bind the other, and nothing herein shall be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking.

26. Public Disclosure.

Without first obtaining written consent of the other Party in its reasonable discretion, neither Party shall make any press release, or other public announcement relating to or arising out of this Agreement.

27. Waiver and Amendment.

Any waiver by either Party of any of the provisions of this Agreement must be made in writing, and shall apply only to the instance referred to in the writing, and shall not, on any other occasion, be construed as a bar to, or a waiver of, any right either Party has under this Agreement. The Parties may not modify, amend, or supplement this Agreement except by a writing signed by the Parties hereto. Unless an Event of Default with respect to Participant exists, Participant may request adding additional Accounts to this Agreement from time to

time at the then current market prices. Supplier shall provide Participant with an additional Transaction Confirmation or Pricing Confirmation for execution by the Parties (which is condition upon satisfying the credit of Participant in accordance with Section 11). This provision shall in no way affect or create any condition on the continued service to Participant's then-existing Accounts at the time of submission of such additional Confirmations.

28. Acknowledgements.

Participant is acting for its own account, and it has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Party or any of its affiliates (or its respective representatives) as investment advice or as a recommendation to enter into the Agreement, it being understood that information and explanations related to the terms and conditions of any Agreement will not be considered investment advice or a recommendation to enter into the Agreement. No communication (written or oral) received from the other party or any of its affiliates (or its respective representatives) will be deemed to be an assurance or guarantee as to the expected economic results of the Agreement. This Agreement (including Transaction Confirmations and Pricing Confirmations) entered into hereunder will constitute "forward contracts" and/or "swap agreements" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 10 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" and "swap agreements" by the U.S. Bankruptcy Code.

29. Point of Contact and Notice.

Participant shall designate an authorized representative who shall act as Supplier's single point of contact concerning services under this Agreement. Supplier shall, to the extent permitted under applicable rules and regulations, act as the principal point of contact for Participant's Electricity needs. Accordingly, Supplier shall designate and provide Participant the address and phone number of both a business contact and a technical contact who shall act as Participant's primary points of contact for their respective areas of expertise. All notices under this Agreement shall be in writing and shall be provided by hand, overnight commercial courier service, certified mail (return receipt requested), fax or electronic transmission (including e-mail). If given by electronic transmission (including telephone, fax or email), notice shall be deemed given on the date sent by 4:00 p.m. ET and shall be confirmed the next Business Day by a written copy sent by first class mail. If given by email, notice shall be deemed given at the time received on the date sent if received by 4:00 p.m. ET on a Business Day and, if given otherwise, shall be deemed given at 9:00 a.m. ET on the following Business Day. If sent by same-day or overnight delivery service, or certified or registered mail, notice shall be deemed given on the day of delivery.

Supplier Notices shall be sent to:

Constellation NewEnergy, Inc.
Address: 1221 Lamar St., Suite 750
Houston, Texas 77010
Attention: Contracts Administration
Facsimile: (888) 829-8738
Phone: (888) 635-0827

Copy sent to:

Constellation NewEnergy, Inc.
116 Huntington Ave., Suite 700
Boston, Massachusetts 02116
Attention: Stephen Fabiani, Executive Director
Phone: (617) 717-3037
Fax: (617) 717-3040
Electronic mail: Stephen.Fabiani@constellation.com

Notices to Participant shall be sent to:

Printed Name:
Title:
Address: 169 Main St
WOONSOCKET, RI02895-4330

Phone:
Fax:
Email:

Notices to the League shall be sent to:

Brian M. Daniels
Executive Director
Rhode Island League of Cities and Towns
One State Street, Suite 502
Providence, RI 02908
Phone (401) 272-3434
Electronic mail: bdaniels@rileague.org

Notices to PowerOptions shall be sent to:

Meg Lusardi
Executive Vice-President
PowerOptions, Inc.
129 South Street, 5th floor
Boston, Massachusetts 02111
Phone: (617) 737-8480
Fax: (617) 456-3001
Electronic mail: mlusardi@poweroptions.org

30. Assignment.

This Agreement may not be assigned without the prior written consent of the non-assigning Party which consent shall not be unreasonably withheld; provided, that Supplier may assign its rights under this Agreement without the consent of Participant to (i) an affiliate if the Supplier agrees to guarantee the obligations hereunder, including specifically maintaining the Financial Assurance as provided in Section 9 above, or (ii) a third party purchaser of all or substantially all of the assets of the business to which this Agreement relates provided that such purchaser has comparable or superior ability to perform the obligations of Supplier and creditworthiness equal to or better than Supplier and maintains the Financial Assurance as provided in Section 9 from a guarantor having creditworthiness equal to or better than Supplier's, or Supplier otherwise has the wherewithal and agrees to remain liable for performance of Suppliers' obligations hereunder including maintaining the Financial Assurance as provided in Section 9 above. Participant may assign its rights under this Agreement to a successor or to a purchaser of all or substantially all of Participant's assets without the consent of Supplier provided that such purchaser has creditworthiness equal to or better than Participant and agrees to undertake the obligations of Participant hereunder including maintaining credit assurances as provided in Section 11.

31. Binding Effect.

This Agreement is binding on, and entered into solely for the benefit of Supplier and Participant and their respective successors and permitted assigns.

32. Complete Agreement; Miscellaneous Provisions.

This Agreement (together with any exhibits incorporated herein by reference) contains the complete and exclusive agreement and understanding between the Parties as to its subject matter and supersedes any other agreement, discussions or understanding (whether written or oral) and may not be contradicted by any prior or contemporaneous oral or written agreement. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement. A facsimile or PDF copy with Participant's signature will be considered an original for all purposes, and Supplier will provide original signed copies upon request. Any conflict between the terms and conditions of this Agreement and any Pricing Confirmation and/or Transaction Confirmation shall be resolved in favor of the Pricing Confirmation and/or Transaction Confirmation.

33. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the state where the Facility is located, other than those relating to choice or conflict of law. Any action at law, suit in equity or judicial proceeding arising from or in connection with, out of or relating to this Agreement shall be litigated only in the Courts of the state where the Facility is located. The Parties waive any right they may have to transfer or change the venue of any litigation resulting hereunder. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT. Nothing in this Agreement shall displace the applicability of any federal law or the jurisdiction of State Public Utility Authorities, the Federal Energy Regulatory Commission, or any other regulatory agency or body.

34 Signatory's Authority/Counterparts.

The undersigned certify that they are authorized to execute this Agreement (via electronic transmission or written copy) on behalf of their respective organizations. This Agreement may be executed in two or more counterparts, each of which shall be an original. It shall not be necessary in making proof of the contents of this Agreement to produce or account for more than one such counterpart. In addition, the following individual(s) is the sole representative of Participant authorized to execute Pricing Confirmation(s) effectuating the Fixed Price Option described in Section 5.3 and/or Transaction Confirmations effectuating the Price Options described in Section 5.5:

Name:
Title:
Email:
Address: 169 Main St
WOONSOCKET, RI 02895-4330

Phone:
Fax:

Additional persons may be named by duly authorized written notification provided to Supplier under this Agreement.

Participant's Authorized Persons:

Name: _____
Title: _____
Email: _____
Address: _____

Phone: (____) ____-____
Fax: (____) ____-____
Electronic mail:

Supplier Authorized Persons:

Commodities Management Group: 1-800-243-2113; cmg@constellation.com
Transaction Group: #emailtransactions@constellation.com

35. Special Provisions and Disclosure Labels

Exhibits E-1, E-2 and E-3 set forth state specific provisions that are applicable to this Agreement. If the Facility is located in Massachusetts refer to Exhibit E-1 for additional terms and conditions. If the Facility is located in Connecticut refer to Exhibit E-2 for additional terms and conditions. If the Facility is located in Rhode Island refer to Exhibit E-3 for additional terms and conditions.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

CONSTELLATION NEWENERGY, INC. (Supplier)

City of Woonsocket RI (Participant)

Signature: _____

Signature: _____

Printed Name:
Title:

Printed Name:
Title:

Date: _____

Date: _____

Attachments

- Exhibit A: Form of Guarantee/Financial Assurance
- Exhibit B: Form of Fixed Pricing Confirmation and Pricing Attachment(s)
- Exhibit C: Authorization to Release Data
- Exhibit D: Current Plans to Expand Facility Installation of Generation
- Exhibit E-1: Massachusetts Special Provisions and Disclosure Label
- Exhibit E-2: Connecticut Special Provisions and Disclosure Label
- Exhibit E-3: Rhode Island Special Provisions and Disclosure Label
- Exhibit F-1: Layered Pricing Transaction Confirmation, Account List and Fixed Adder Forms
- Exhibit F-2: MVP- Program/Layered Pricing Transaction Confirmation
- Exhibit G: Portfolio Price Transaction Confirmation, Account List and Fixed Adder Forms
- Exhibit H: i2i Reporting Services
- Exhibit I: Massachusetts Housing Authority Rider, if applicable
- Exhibit J: Connecticut Environmental Disclosure
- Exhibit K-1: Retail Trade Transaction (RTT) Confirmation (Energy Purchases)
- Exhibit K-2: Retail Trade Transactions (RTT) Confirmation (Hydro-REC Purchases)
- Exhibit K-3: Retail Trade Transactions (RTT) Confirmation (Wind-REC Purchases)
- Exhibit K-4: Retail Trade Transactions (RTT) Confirmation (FIS- Fixed)
- Exhibit L: Peak Response Program Transaction Confirmation Rider



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Exhibit A

Form of Guarantee/Financial Assurance
Guaranty Agreement



Exhibit B

Form of Fixed Pricing Confirmation

FIXED PRICING CONFIRMATION NO.

POWEROPTIONS® PARTICIPANT AGREEMENT FOR THE SALE AND PURCHASE OF ELECTRICITY BETWEEN PARTICIPANT AND SUPPLIER

This Pricing Confirmation No. _____, dated as of __, 2017, under the PowerOptions® Participant Agreement for the Sale and Purchase of Electricity (collectively, the "Agreement") currently in effect between _____ ("Participant") and Constellation NewEnergy, Inc. ("Supplier") effects Participant's exercise of the Fixed Pricing Option in accordance with the terms of the Fixed Price Transaction Confirmation set forth in Attachment 1. Participant may elect to participate in other alternative programs as set forth below.

Participant and Supplier agree and confirm as follows:

1. Definitions. Unless otherwise defined herein, initially capitalized terms used herein shall have the meanings ascribed to them in the Agreement.
2. Fixed Price Confirmation. The Contract Price under the Agreement shall be determined in accordance with term and conditions set forth in Attachment 1 hereto, effective during the Purchase Period indicated on Attachment 1.
3. Purchasing Green-e Renewable Energy Credits (RECS): [] By checking the box, Participant is agreeing to the terms and conditions set forth on Attachment 2.
4. Full Force and Effect. All terms and provisions of the Agreement shall remain unchanged and in full force and effect, and nothing herein contained shall operate to release either party from its obligations under the Agreement.
5. Binding Effect. This Pricing Confirmation shall be binding upon and inure to the Parties and their respective successors and assigns. This Pricing Confirmation may be executed in counterpart.
6. Right to Rescind:
 - Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this Agreement to contact Supplier and cancel (rescind) this Agreement.
 - Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this Agreement to cancel (rescind) this Agreement.
 - Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this Agreement to notify Supplier and cancel (rescind) this Agreement.

Dated as of the date first set forth above.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address:

ATTACHMENT 1 TO EXHIBIT B- FIXED PRICE OPTION

(Transaction Confirmation)

This Transaction Confirmation ("TC") is entered into pursuant to and in accordance with a Participant Agreement executed by and between Supplier and <Participant Name> ("Participant"), and is subject to all of the provisions, terms and conditions of such Participant Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Participant Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Participant Agreement.

Price Terms. The electricity rate Participant is paying is stated in the Account Schedule below. The Contract Prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Participant Agreement, provided, however, Participant's overall electricity bill may fluctuate monthly depending on Participant's usage variations, and whether certain cost components are being Passed Through (as defined below). Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges assessed or charged vary for any reason. At any time during the term of this TC, Participant may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Participant's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidence by a fully executed RTT Confirmation and be incorporated herein.

Cost Components. Each of the items listed as "Fixed" below is included in Participant's Contract Prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Participant will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions or as defined in the Participant Agreement.

Energy Costs	[Passed Through] or [Fixed]
Ancillary Services And Other ISO Costs	[Passed Through] or [Fixed]
Capacity Costs	[Passed Through] or [Fixed]
Line Loss Costs	[Passed Through] or [Fixed]
FERC Order 745 Costs	[Passed Through] or [Fixed]
Renewable Portfolio Standard Costs	[Passed Through] or [Fixed]
CES Costs	[Passed Through] or [Fixed]

The Contract Prices contained in the Account Schedule have been reduced to reflect a Fixed credit to Participant for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The Contract Prices also include any credit costs and margin.

Section 1.1. Definitions. "Holdover Fee" means a cost of \$<Insert Holdover Rate>per kWh in the holdover rate.

"LMP" or "Holdover Market Price" means the ISO-published [Day Ahead LMP] for the ISO zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

"Massachusetts Clean Energy Standards Costs" ("CES Costs") means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts Department of Energy Resources, effective on August 11, 2017.

"Renewable Portfolio Standards Costs" means the costs or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program Costs) at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"MA Solar Carve-Out Program Costs" means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards Costs.

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. This TC shall not automatically renew, provided, however, service may be extended for a holdover term as described in the Participant Agreement.

Section 2.2. Miscellaneous. Additional state required rules, Laws and regulations shall apply to the Account(s) as follows:

See Exhibit E-1: for Massachusetts Accounts

See Exhibit E-2: Connecticut Accounts

See Exhibit E-3: Rhode Island Accounts

Section 2.3. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this TC at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

PARTICIPANT AGREES TO CONTACT ITS LDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:

LDC Name	LDC Abbreviation	Contact Numbers

Section 2.4. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this TC to contact Supplier and cancel (rescind) this TC.

Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to cancel (rescind) this TC.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to notify Supplier and cancel (rescind) this TC.

Section 2.5. Additional Terms For Accounts located in Rhode Island.

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

Price Term Comparison. Customer may compare the price terms in this TC to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

ACCOUNT SCHEDULE:

For: <Participant Name>

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

Supplier shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the LDC, ISO or other entity.

No. Of Service Accounts:

LDC	LDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SUPPLIER AT (888) 829-8738



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Attachment 2 to Exhibit B- Purchase of Green-e REC's

Rider – Green e REC's

Constellation NewEnergy, Inc. ("Supplier")

«CoName» ("Participant")

This Rider – Purchase of Green-e REC ("Rider") is entered into pursuant to and in accordance with a Participant Agreement for the Sale and Purchase of Electricity (the "Participant Agreement") Notwithstanding anything to the contrary, any conflict between this Rider and the Participant Agreement (and any other applicable Rider) will be resolved in favor of this Rider with regard to the subject matter herein. Capitalized terms used herein but not defined will have the meanings given to them in the Participant Agreement. This Rider, the Participant Agreement and any other Riders or Transaction Confirmation(s) thereto are sometimes herein collectively referred to as the "Agreement."

NewMix Wind consists of Green-e Energy certified renewable energy certificates, sourced from wind Renewable Resources located within the United States ("RECs"). The Contract prices included in the Fixed Price TC include an amount of these RECs equal to xx percent of Participant's load volume at the Accounts during the term of this transaction. "Renewable Resource" means any electric power generator meeting the eligibility criteria of a "New Renewable Resource" and an "Eligible Renewable Resource", as defined in the Green-e Energy National Standard. Green-e Energy certifies that the NewMix Wind RECs procured hereunder meet the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org. The RECs included in the NewMix Wind – Load Following product do not include any tax credits, depreciation allowances or third party subsidies of any kind.

Emissions Reduction Disclaimer. In accordance with Green-e Energy certification requirements, RECs procured hereunder include all greenhouse gas emission reduction benefits associated with the renewable generation that produced such RECs, including carbon dioxide (CO₂) reduction benefits, but do not include emission reduction benefits associated with capped and traded pollutants, including sulfur dioxide (SO₂), mercury (Hg), and the oxides of nitrogen (NO_x). Furthermore, Supplier do not represent or warrant that the RECs procured hereunder can be used as offsets or otherwise for compliance with any emission reduction program.

Change in Certification Standard. If the Green-E Energy certification requirements are modified or repealed after execution hereof but prior to delivery of RECs hereunder, in such a way as to materially adversely affect the ability of a party to perform its obligations hereunder or the benefits to be derived by a party hereunder (each such occurrence, a "Change Event"), the parties shall use commercially reasonable efforts to reform this transaction in order to give effect to the original intention of the parties. If the parties are unable, despite such efforts, to reform this transaction within thirty (30) days following such Change Event, the matter shall be resolved in accordance with the dispute resolution provisions applicable to the parties.

Renewable Energy Certificate (REC) Product: NewMix Wind is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, log-on to www.green-e.org/rec.



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EXHIBIT C

**FORM LETTER - AUTHORIZATION FOR RELEASE OF ELECTRIC UTILITY DATA TO BE
SIGNED BY PARTICIPANT ON INSTITUTION'S LETTER HEAD**

[Date]

Re: Account Data for Accounts listed in Attachment
[Attach relevant portion of Account Schedule to the Transaction Confirmation for description of
Accounts]

This letter is to serve as authorization to release to _____ or PowerOptions, Inc. all information relative to our account(s) listed in the attachment, including but not limited to service classification, load history, load profiles, rates, billing data and billing determinants. This request for release is valid for one (1) year from the date of this letter with respect to _____ and five (5) years from the date of this letter with respect to PowerOptions, Inc.

Very truly yours,

[Participant's Signature]



Exhibit D

Current Plans To Expand Facility and/or Installation of Generation
 (Use space below table to describe Plans if Table does not completely fit Plans.)

Participant-Owned On-Site Distributed-Generation

Type (Cogen, Solar, BioMass, Wind, etc.)	Size (MW's)	# of units	Fuel Type	Purpose (Base Load, Emergency, etc.)	Historical Output-hourly or monthly and as a % of load	Metered (Separate or in aggregate)

Expected COD for the Projects listed in the table above: _____



Exhibit E-1

Massachusetts Special Provisions & Disclosure Label

1. **Billing and Payment.** The following is hereby added to Section 7, Billing and Payment, of this Agreement:

"In the event of any dispute regarding a bill or a portion thereof that involves an amount over \$100, the Parties may avail themselves of mediation services through the Massachusetts Department of Public Utilities in consultation with the Massachusetts Office of Dispute Resolution pursuant to Massachusetts General Laws c. 164, Section 1F(2) and 220 CMR Section 11.07(4)(b).

2. **Right To Rescind.** In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this Agreement to contact Supplier and cancel (rescind) this Agreement.

3. **Governmental Entities.** Notwithstanding anything to the contrary contained in the Agreement, the claims limits of the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, Massachusetts General Laws c. 258 (hereinafter referred to as the "governmental entity") shall apply, and nothing herein is intended to constitute a waiver or indication of the intent to waive the protections of Massachusetts General Laws c. 258 by the governmental entity.

4. **Miscellaneous.**

(i) **MDPU.** In accordance with the MDPU regulations, Supplier's energy disclosure label is provided to Participant with this Agreement. Supplier will provide Participant with an updated label, on a quarterly basis, to reflect certain characteristics of Supplier's electric generation supply. Additional information may be obtained by contacting the MDPU at (617) 305-3531. Supplier's MDPU License Number is #CS 015. The required 'Terms of Service' as set forth in the MDPU Rules Governing the Restructuring of the Electric Industry is herein referred to as the General Terms and Conditions the "Basic Service" is herein referred to as LDC electric tariff service.

(ii) **Certain Warranties.** Participant warrants and represents that, in relations to its Account(s) located in the Commonwealth of Massachusetts, it is not classified as a primarily "residential" customer. If Participant is a city, town or municipality, then Participant warrants and represents that all such persons as are required to be signatories to or otherwise execute this Agreement under the laws of the city, town or municipality and the laws, rules and regulations of the Commonwealth of Massachusetts (including but not limited to the requirements of Mass. Gen. Laws ch. 43, § 29 and any other applicable law) have executed and are authorized to execute this Agreement in accordance with such laws.

5. Supplier and LDC Contact Information. Participant may contact Supplier regarding its invoice or other matters concerning this Agreement at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer care@constellation.com.

PARTICIPANT AGREES TO CONTACT ITS LDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE TELEPHONE NUMBERS AS SET FORTH IN THE TRANSACTION CONFIRMATION.



Exhibit E-2

Connecticut Special Provisions & Disclosure Label

1. **Right To Rescind:** If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500) kW, Participant has until midnight of the third (3rd) business day following the date that Participant executes this Agreement to call Supplier and cancel (rescind) this Agreement.
2. **Governmental Entities:** Notwithstanding anything to the contrary contained in the Agreement, the claims and liability limits of the State of Connecticut, or any other governmental subdivision thereof subject to the claims limits of the Connecticut Tort Claims Act, Conn. Gen. Stat. § 52-557n or other law restricting claims and/or liabilities of Connecticut governmental entities (hereinafter referred to as the "governmental entity") shall apply, and nothing herein is intended to constitute a waiver or indication of the intent to waive the protections of such laws by the governmental entity.
3. **Miscellaneous.**
 - (i) Certain Warranties. Participant warrants and represents that for Account(s) located in the State of Connecticut that it is not classified as a primarily "residential" customer.
 - (ii) Supplier's electricity supply may be purchased from any number of sources. Supplier is not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of Supplier's electricity products is included as Exhibit J hereto and incorporated herein by reference, may be provided to Participant periodically with its invoices, is available upon request and may be updated periodically.
 - (iii) Additional information, including information on consumer rights, may be obtained by contacting the Connecticut Public Utilities Regulatory Authority at (800) 382-4586. Participant understands that it can review its existing electric generation service charge for purposes of comparison to its rate under this Agreement by going to http://ctenergyinfo.com/choose_entry.htm and selecting its rate class information.
4. **Supplier and LDC Contact Information.** Participant may contact Supplier regarding its invoice or other matters concerning this Agreement at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customercare@constellation.com.

PARTICIPANT AGREES TO CONTACT ITS LDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE TELEPHONE NUMBERS AS SET FORTH IN THE TRANSACTION CONFIRMATION.

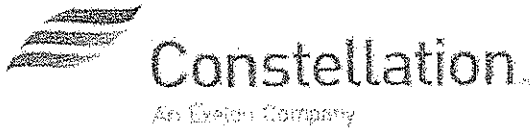


Exhibit E-3

Rhode Island Special Provisions & Disclosure Label

1. **Right To Rescind:** Participant has until midnight of the third (3rd) business day following the date that Participant executes this Agreement to notify Supplier and cancel (rescind) this Agreement.
2. **Governmental Entities:** Notwithstanding anything to the contrary contained in the Agreement, the claims limits of the State of Rhode Island, or any other governmental subdivision thereof subject to the claims limits of the State of Rhode Island Tort Claims Act, R.I.G.L. §§ 9-31-1 et seq., (hereinafter referred to as the "governmental entity") shall apply, and nothing herein is intended to constitute a waiver or indication of intent to waive the protections of R.I.G.L. §§ 9-31-1 et seq. by the governmental entity.
3. **Miscellaneous.**
 - (i) Service. Supplier is unable to physically cut-off electric service to Participant.
 - (ii) Disputes. If Participant in good faith reasonably disputes Participant invoice from Supplier, Supplier will continue to provide all services under this Agreement as long as Participant provides written notice to Supplier of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, Participant shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the Billing and Payment Section 7 of this Agreement) from and including the due date to and excluding the date paid.
 - (iii) Certain Warranties. Participant warrants and represents that, in relations to its Account(s) located in the State of Rhode Island, it is not classified as a primarily "residential" customer.
 - (iv) Price Term Comparison. Participant may compare the price terms in this Agreement to Participant's current electricity supplier listed on Participant's electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If Participant is currently receiving standard offer or default electric generation service then Participant's existing rate may be subject to change every six (6) months on April 1 and October 1. If Participant is currently receiving competitive electric generation service, Participant's price and term are governed by Participant's agreement with its current electricity supplier.
 - (v) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.
4. **Supplier and LDC Contact Information.** Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this TC at Supplier's Customer Service Department by toll-free telephone at [800-536-1349](tel:800-536-1349), or email at customercare@constellation.com.

PARTICIPANT AGREES TO CONTACT ITS LDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE TELEPHONE NUMBERS AS SET FORTH IN THE TRANSACTION CONFIRMATION.



Exhibit F-1

Layered Pricing Transaction Confirmation, Account List and Fixed Adder Forms

Flexible Index Solutions Transaction Confirmation (FIS)

This Transaction Confirmation ("TC") is entered into pursuant to and in accordance with a Participant Agreement executed on <Insert Date>, by and between CONSTELLATION NEWENERGY, INC. ("Supplier") and <Participant Name> ("Participant"), and is subject to all of the provisions, terms and conditions of such Participant Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Participant Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Participant Agreement.

Price Terms. The electricity rate Participant is paying is stated in the Account Schedule below. The Contract Prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Participant Agreement, provided, however, Participant's overall electricity bill may fluctuate monthly depending on Participant's usage variations, and whether certain cost components are being Passed Through (as defined below). Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges assessed or charged vary for any reason. Supplier will pass through Energy Costs using the hourly (or sub-hourly in some markets) [day ahead locational marginal price] [real time locational marginal price] for the ISO zone applicable to each Account identified in the Account Schedule. At any time during the term of this TC, the Parties may enter into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of (1) energy to fix Participant's price for energy for a supply period of three months or longer equal to a prescribed percentage of Participant's load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of Participant's load volume. If Participant enters into RTTs to fix Participant's Energy Cost for prescribed percentages of Participant's load volume, such percentages of Participant's load volume will be charged at the agreed to fixed prices, while the remainder will be charged at the hourly (or sub-hourly in some markets) [day ahead locational marginal price] for the ISO zone applicable to each Account identified in the Account Schedule.

Cost Components. Each of the items listed as "Fixed" below is included in Participant's Contract Prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Participant will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions or as defined in the Participant Agreement.

Energy Costs	[Passed Through] or [Fixed]
Ancillary Services And Other ISO Costs	[Passed Through] or [Fixed]
Capacity Costs	[Passed Through] or [Fixed]
Line Loss Costs	[Passed Through]
FERC Order 745 Costs	[Passed Through] or [Fixed]
Renewable Portfolio Standard Costs	[Passed Through] or [Fixed]
CES Costs	[Passed Through] or [Fixed]

The Contract Prices contained in the Account Schedule have been reduced to reflect a Fixed credit to Participant for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The Contract Prices also include any credit costs and margin.

Section 1.1. Definitions.

"Holdover Fee" means a cost of \$<Insert Holdover Rate> per kWh in the holdover rate.

"LMP" or "Holdover Market Price" means the ISO-published Day Ahead LMP for the ISO zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

"Massachusetts Clean Energy Standards Costs ("CES Costs)" means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts Department of Energy Resources, effective on August 11, 2017.

"Renewable Portfolio Standards Costs" means the costs or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program Costs) at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the Contract Price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The

Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"MA Solar Carve-Out Program Costs" means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards.

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. This TC shall not automatically renew, provided, however, service may be extended for a holdover term as described in the Participant Agreement.

Section 2.2. Miscellaneous. Additional required rules, Laws and regulations shall apply to Account(s) as follows:

See Exhibit E-1: for Massachusetts Accounts

See Exhibit E-2: Connecticut Accounts

See Exhibit E-3: Rhode Island Accounts

Section 2.3. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this TC at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

PARTICIPANT AGREES TO CONTACT ITS LDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:

LDC Name	LDC Abbreviation	Contact Numbers

Section 2.4. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this TC to contact Supplier and cancel (rescind) this TC.

Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to cancel (rescind) this TC.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to notify Supplier and cancel (rescind) this TC.

Section 2.5. Additional Terms For Accounts located in Rhode Island.

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

Price Term Comparison. Customer may compare the price terms in this TC to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>



Constellation.

An Exelon Company

ACCOUNT SCHEDULE:
For: <Participant Name>

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

Supplier shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

No. Of Service Accounts: _____

LDC	LDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the LDC, ISO or other entity.

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT
TO SUPPLIER AT 800-536-1349



Constellation

An Exelon Company

Exhibit F-2

MVP Program Flexible Index Solutions Transaction Confirmation (FIS)

This TC is entered into pursuant to and in accordance with a Participant Agreement executed by and between Supplier and <Participant Name> ("Participant"), and is subject to all of the provisions, terms and conditions of such Participant Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Participant Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Participant Agreement.

Price Terms. The electricity rate Participant is paying is stated in the Account Schedule below. The Contract Prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Participant Agreement, provided, however, Participant's overall electricity bill may fluctuate monthly depending on Participant's usage variations, and whether certain cost components are being Passed Through (as defined below). Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges assessed or charged vary for any reason. Supplier will pass through Energy Costs using the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO zone applicable to each Account identified in the Account Schedule. At any time during the term of this TC, the Parties may enter into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of (1) energy to fix Participant's price for energy for a supply period of three months or longer equal to a prescribed percentage of Participant's load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of Participant's load volume. If Participant enters into RTTs to fix Participant's energy and line loss price for prescribed percentages of Participant's load volume, such percentages of Participant's load volume will be charged at the agreed to fixed prices, while the remainder will be charged at the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO zone applicable to each Account identified in the Account Schedule.

Minimize Volatile Pricing Program. Under the Minimize Volatile Pricing Program ("MVP Program"), Energy Costs for a certain percentage of the Account's projected electricity requirements (the "MVP Price") will be automatically fixed in accordance with the MVP Purchasing Strategy or the Full-Term Cost Averaging Purchasing Strategy, each as described below, based on all Purchases entered into hereunder prior to the Purchase Completion Date set forth on the Account Schedule.

MVP Purchasing Strategy. During the applicable purchasing period, on or about the 5th day of each month prior to the Purchase Completion Date (each such date, the "Lock-In Date"), Supplier may establish the MVP Price for a percentage of your projected electricity requirements (each a "Purchase"). The quantity of each Purchase (the "Target Amount") will be determined as of each applicable Lock-In Date by comparing the current weighted average cost of the Account's expected electricity requirements using Supplier's proprietary current forward price for each month in this TC as of the Lock-In Date (the "Current Weighted Average Cost") with the weighted average cost of the Account's expected electricity requirements using a repository of proprietary historical forward prices for each month in this TC as determined on the trading days during the preceding two (2) year period (the "Historical Weighted Average Cost Data"). For purposes of the MVP Program, the current forward price and historical forward prices will be determined by using proprietary forward pricing algorithms prepared in good faith by Supplier or Supplier's Affiliates and utilized on an enterprise-wide basis by Supplier and/or Supplier's Affiliates. Specifically, the Historical Weighted Average Cost Data will be arrayed sequentially from lowest projected cost (which is assigned a "0 percentile" value) to highest projected cost (which is assigned the "100th percentile" value), and the Current Weighted Average Cost is then assigned a percentile based on its position in such array relative to the Historical Weighted Average Cost Data (e.g. the thirty-fifth (35th) percentile means that sixty-five percent (65%) of the Historical Weighted Average Cost Data was higher than the Current Weighted Average Cost). In this manner, the current projected weighted average cost is viewed in the context of historical weighted average cost data in determining the amount to be purchased. The lower the percentile assigned to the Current Weighted Average Cost the greater the Target Amount to be purchased on such Lock-In Date. The Target Amount is a percentage of the total amount of the Account's electricity requirements requested by Participant to be purchased under the MVP Program (such requested amount as identified on the Account Schedule, the "Purchasing Objective" or "PO"). Specifically, once the percentile applicable to the Current Weighted Average Cost has been determined as described above, the percentage will be determined in accordance with the following parameters:

Percentile	Target Amount
Current Weighted Average Cost at or above the 80 th percentile	1.0 X Minimum Purchase
Current Weighted Average Cost greater than or equal to 65 th and less than 80 th percentile	1.4 X Minimum Purchase
Current Weighted Average Cost greater than or equal to 50 th and less than 65 th percentile	1.8 X Minimum Purchase
Current Weighted Average Cost greater than or equal to 35 th and less than 50 th percentile	2.2 X Minimum Purchase
Current Weighted Average Cost greater than or equal to 20 th and less than 35 th percentile	2.6 X Minimum Purchase
Current Weighted Average Cost less than 20 th percentile	3 X Minimum Purchase

The "Minimum Purchase" above is calculated on each Lock-In Date by dividing the remaining un-purchased PO by the number of Lock-In Dates prior to the Purchase Completion Date. For example, if the remaining un-purchased PO on the Lock-In Date is 50% and there are nine Lock-In Dates left and the percentile is determined to be 70, then $1.4 * 50\% * (1/9)$ or approximately 7.78% (rounded to 8%) of the Account's expected electricity requirements will be locked in at the current MVP Price. All Purchases will be rounded to the nearest whole percent.

Under the MVP Program, all Purchases will be locked in using proprietary forward pricing algorithms prepared in good faith by Supplier or our Affiliates and the MVP Price may include a service fee. No guarantees are made or implied that a specific price or purchase objective will be achieved or that the price paid for electricity under the MVP Program will be less than the price you would pay if such electricity was purchased at the index rate during the applicable Term.

The target methodology under the foregoing purchasing strategy ("Purchasing Strategy") is subject to modification by Supplier at any time, for any reason. Should Supplier issue a new purchasing strategy ("New Purchasing Strategy"), Supplier shall send Participant written notice and details of the New Purchasing Strategy and Participant will have the option of declining to participate in the New Purchasing Strategy by providing timely written notice of its non-participation to Supplier. If Participant's notice of non-participation in the New Purchasing Strategy is not received by Supplier within twenty (20) calendar days of the date of the New Purchasing Strategy notice, then Participant shall be deemed to have accepted such New Purchasing Strategy and will be subject to the methodologies contained therein. If Participant elects not to participate in the New Purchasing Strategy, the remaining unfilled PO shall be passed-through at the applicable index price set forth in the Price Term section above or you may enter into individual RTTs to fix the price for such unfilled PO.

Full Term Cost Averaging Purchasing Strategy. As an alternative to the MVP Purchasing Strategy, under the Full-Term Cost Averaging Purchasing Strategy, each Purchase under this Program will be determined by dividing the Purchasing Objective by the number of Lock-In Dates between the Start Date and the Purchase Completion Date. As an example, if there are ten (10) months (or 10 Lock-In Dates) between a Start Date and the Purchase Completion Date and the Purchasing Objective is 100%, approximately 1/10 (10%) of Participant's PO for the Term will be purchased on each Lock-In Date.

Purchase Start Date. Participant shall elect the first Lock-In Date on which a Purchase will occur, which Purchase Start Date is identified on the Account Schedule.

Purchase Completion Date. Participant shall elect that the PO for the Term will be purchased by a set date, the Purchase Completion Date identified on the Account Schedule, which shall be prior to the first month of the Term. For example, if Participant specifies that purchasing for the period January 2017 through December 2018 should be completed by November 1, 2018, the Final MVP Price (as defined below) for the Term will be known by November 1, 2018.

Purchasing Amount; Eligibility; Reporting. The amounts purchased on any Lock-In Date (other than the last Purchase in order to not purchase more than the PO) shall not be less than three percent (3%), nor exceed twenty-five percent (25%) of the remaining un-purchased PO unless the remaining un-purchased PO is less than ten percent (10%). Participant may elect at any time to purchase all of the remaining un-purchased PO at the current price. The MVP Price and the amount of each Purchase will be reported to Participant after each Purchase. Prior to the Start Date, Supplier will calculate the weighted average of all MVP Prices and provide Participant one final MVP Price (the "Final MVP Price") that Supplier will use to invoice Participant for all Energy Costs associated with the Purchases. Participant may discontinue the Purchasing Strategy elected hereunder at any time upon notifying Supplier in writing at least ten (10) days prior to the next applicable Lock-In Date.

Participant Acknowledgement. Participant acknowledges that the Parties intend that this TC be binding as of the date hereof even though the price is not settled as of the date hereof and agree that, as to the PO portion of an Account's requirements, such price will be determined by Supplier from time to time in good faith during the Term as described herein. In that regard, Participant agrees and acknowledges that Supplier may use internally-developed proprietary information and models that include certain assumptions relating to, among other things, the future price of electricity, purchasing strategy, energy markets and the costs associated with the variability of customer load, and may act in its good faith discretion with respect to such matters. These assumptions and actions will be used to ascertain, and will affect, the quantity of an Account's electricity requirements to be purchased under the MVP Program and the applicable price. Such assumptions and actions necessarily involve the exercise of commercial judgment and discretion on the part of Supplier, and Supplier agrees to the use of such assumptions and exercise of such discretion in good faith by Supplier for such purposes. Participant, understanding the foregoing and intending to be bound by this Agreement, represent and warrant that this Agreement is enforceable against Participant in accordance with its terms, and agree not to take any position or make any filing in connection with any proceeding, litigation or otherwise, inconsistent herewith. Without limiting the foregoing, Participant agrees and acknowledges that Section 2-305 of the Uniform Commercial Code shall apply to this Agreement.

Cost Components. Each of the items listed as "Fixed" below is included in Participant's contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Participant will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions or as defined in the Participant Agreement.

Energy Costs	[Fixed] or [Passed Through]
Ancillary Services And Other ISO Costs	[Fixed] or [Passed Through]
Capacity Costs	[Fixed] or [Passed Through]
Line Loss Costs	[Passed Through]
FERC Order 745 Costs	[Fixed] or [Passed Through]
Renewable Portfolio Standard Costs	[Fixed] or [Passed Through]
CES Costs	[Fixed] or [Passed Through]

The Contract Prices contained in the Account Schedule have been reduced to reflect a fixed credit to Participant for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The Contract Prices also include any credit costs and margin.

Section 1.1. Definitions.

"Holdover Fee" means a cost of \$<Insert Holdover Rate> per kWh in the holdover rate.

"LMP" or "Holdover Market Price" means the ISO-published Day Ahead locational based marginal price for the ISO zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

"Massachusetts Clean Energy Standards Costs ("CES Costs")" means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts Department of Energy Resources, effective on August 11, 2017.

"Pricing Schedule" means "Transaction Confirmation" or "TC".

"Renewable Portfolio Standards Costs" means the costs or charges associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"MA Solar Carve-Out Program Costs" means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards.

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. This TC shall not automatically renew, provided, however, service may be extended for a holdover term as described in the Participant Agreement.

Section 2.2. Miscellaneous. Additional state required rules, Laws and regulations shall apply to the Account(s) as follows:

See Exhibit E-1: for Massachusetts Accounts

See Exhibit E-2: Connecticut Accounts

See Exhibit E-3: Rhode Island Accounts

Section 2.3. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

Section 2.4. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this TC to contact Supplier and cancel (rescind) this TC.

Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to cancel (rescind) this TC.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to notify Supplier and cancel (rescind) this TC.

Section 2.5. Additional Terms For Accounts located in Rhode Island.

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

Price Term Comparison. Customer may compare the price terms in this TC to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

ACCOUNT SCHEDULE:

For: <Participant Name>

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

Supplier shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the LDC, ISO or other entity.

No. Of Service Accounts:

LDC	LDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SUPPLIER AT 800-536-1349

Purchasing Objective: <input checked="" type="checkbox"/>
MVP Purchasing Strategy <input type="checkbox"/> Full-Term Cost Averaging Purchasing Strategy <input type="checkbox"/>
Purchase Start Date: xx/xx/xxxx
Purchase Completion Date: xx/xx/xxxx
Initial Purchase % : 0



Exhibit G

Portfolio Price Transaction Confirmation, Account List and Fixed Adder Forms

Index Plus Block Solutions Transaction Confirmation (IPBS)

This Transaction Confirmation ("TC") is entered into pursuant to and in accordance with a Participant Agreement executed on , by and between CONSTELLATION NEWENERGY, INC. ("Supplier") and <Participant Name> ("Participant"), and is subject to all of the provisions, terms and conditions of such Participant Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Participant Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Participant Agreement.

Price Terms. The electricity rate Participant is paying is stated in the Account Schedule below. The Contract Prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Participant Agreement, provided however, Participant's overall electricity bill may fluctuate monthly depending on Participant's usage variations, and whether certain cost components are being Passed Through (as defined below). Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC if and as the related charges assessed or charged vary for any reason. Supplier will pass through Energy Costs using the market index prices based on the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO zone applicable to each Account identified in the Account Schedule. At any time during the term of this TC, the Parties may enter into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation. Such RTTs may cover the purchase of (1) blocks of electricity to fix Participant's price for energy for a fixed hourly amount of power (an "Electric Block"); and (2) renewable energy certificates in an amount equal to a prescribed percentage of Participant's load volume. The Electric Block RTT Confirmation will specify the hourly amount of power, the hours of the day and days of the week in which the power will be delivered, and the specific zone in which the power will be delivered. If the electricity needs of Participant's Account are less than the Electric Block in any hour (or sub-hour in some markets), Supplier shall settle the unused Electric Block volumes at the difference between the price of the Electric Block and the day ahead locational marginal price. If the electricity needs of Participant's Account exceed the Electric Block electricity in any hour (or sub-hour in some markets), Supplier shall invoice Participant for any excess usage at the day ahead locational marginal price. Notwithstanding the foregoing, nothing in this Agreement shall relieve Participant from its obligation to pay for the entire volume of all Electric Blocks.

Cost Components. Each of the items listed as "Fixed" below is included in Participant's Contract Prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Participant will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions or as defined in the Participant Agreement.

Energy Costs	[Fixed] or [Passed Through]
Ancillary Services And Other ISO Costs	[Fixed] or [Passed Through]
Capacity Costs	[Fixed] or [Passed Through]
Line Loss Costs	[Passed Through]
FERC Order 745 Costs	[Fixed] or [Passed Through]
Renewable Portfolio Standard Costs	[Fixed] or [Passed Through]
CES Costs	[Fixed] or [Passed Through]

The Contract Prices contained in the Account Schedule have been reduced to reflect a Fixed credit to Participant for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The Contract Prices also include any credit costs and margin.

Section 1.1. Definitions.

"Holdover Fee" means a cost of \$<Insert Holdover Rate> per kWh in the holdover rate.

"LMP" or "Holdover Market Price" means the ISO-published Day Ahead LMP for the ISO zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

"Massachusetts Clean Energy Standards Costs ("CES Costs")" means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts Department of Energy Resources, effective on August 11, 2017

"Renewable Portfolio Standards Costs" means the costs or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program Costs) at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The

Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"MA Solar Carve-Out Program Costs" means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards.

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. This TC shall not automatically renew, provided, however, service may be extended for a holdover term as described in the Participant Agreement.

Section 2.2. Miscellaneous. Additional required rules, Laws and regulations shall apply to as follows:

See Exhibit E-1: for Massachusetts Accounts

See Exhibit E-2: Connecticut Accounts

See Exhibit E-3: Rhode Island Accounts

Section 2.3. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this TC at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

PARTICIPANT AGREES TO CONTACT ITS LDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:

LDC Name	LDC Abbreviation	Contact Numbers

Section 2.4. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this TC to contact Supplier and cancel (rescind) this TC.

Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to cancel (rescind) this TC.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to notify Supplier and cancel (rescind) this TC.

Section 2.5. Additional Terms For Accounts located in Rhode Island.

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

Price Term Comparison. Customer may compare the price terms in this TC to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>

ACCOUNT SCHEDULE:

For: <Participant Name>

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

Supplier shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the LDC, ISO or other entity.

No. Of Service Accounts: _____

LDC	LDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SUPPLIER AT (888) 829-8738



Constellation.

An Exelon Company

Exhibit H

Information to Implementation (i2i) Reporting Service

Rider – i2i Energy Management SM
Constellation NewEnergy, Inc. ("Supplier")
«CoName» ("Participant")

This Rider – i2i Energy Management SM ("Rider") is entered into pursuant to and in accordance with a Participant Agreement for the Sale and Purchase of Electricity (the "Participant Agreement") Notwithstanding anything to the contrary, any conflict between this Rider and the Participant Agreement (and any other applicable Rider) will be resolved in favor of this Rider with regard to the subject matter herein. Capitalized terms used herein but not defined will have the meanings given to them in the Participant Agreement. This Rider, the Participant Agreement and any other Riders or Transaction Confirmation(s) thereto are sometimes herein collectively referred to as the "Agreement."

Section 1. Services. Supplier will provide the services regarding energy purchases and sales and/or other energy consumption related matters set out in Attachment I attached hereto and made a part hereof (collectively, the "Services"). It is understood and agreed that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Participant, and Participant acknowledges that Supplier is not in the business of giving, and does not offer hereunder, legal or tax advice regarding the desirability, suitability, legality or enforceability of any implementation of such advice or recommendations. In connection with its Services hereunder, Supplier shall be entitled to rely on all decisions and approvals of Participant.

Section 2. Term, Termination.

2.1 This Rider will commence on the last date written below the signature block set forth in the Pricing Confirmation and, unless terminated earlier as otherwise provided in this Rider or the Agreement, will continue until terminated by either Party upon 30 days written notice to the other. If at the time of such termination notice any other Rider(s) that have been entered into pursuant to this Rider are in effect, such termination will not become effective as to any such Rider until its expiration, which shall continue to be governed by the terms and conditions of this Rider (the "Term"). Without prejudice to any other rights that a Party may have and except as otherwise explicitly provided elsewhere in the Agreement, either Party may, in its discretion at any time, terminate this Rider upon an Event of Default of the other Party as set forth in the Participant Agreement, in whole or solely with respect to those Services or Transaction Confirmation(s) adversely affected by such Event of Default.

2.2 Notwithstanding the foregoing, Participant shall not have the right to terminate Transaction Confirmation(s) for the supply of electricity then in effect if the grounds for termination of this Rider fall under either Participant Agreement Default provision (relating to uncured breaches of representations and warranties) or (relating to uncured breaches of material obligations) of the Participant Agreement and relate solely to the provision of Services under this Rider and not the supply of electricity governed by other provisions of the Agreement. Further, for the avoidance of doubt, Participant acknowledges and agrees that Supplier is performing the Services as an adjunct to the provision of electricity under the Agreement, and as such if either Party has the right to terminate all or a portion of the Agreement in regard to the provision of such electricity, that shall be a basis to terminate this Rider as well. Supplier shall have no obligation to continue to provide Services if Supplier is no longer supplying electricity to Participant Accounts under the Agreement.

Section 3. Good Faith; Reasonable Efforts. Supplier hereby agree and covenant that it will act in good faith and exercise its commercially reasonable efforts in performing its obligations as set forth in this Rider. Participant acknowledges that the price it may ultimately pay for electricity, as a result of Participant's implementation of advice or recommendations provided by Supplier as part of the Services may not be as favorable as the prices Participant otherwise would have paid had it not implemented such advice due to a variety of factors, including unpredicted market fluctuations, unanticipated changes to energy commodity usage patterns and volumes, factors not taken into account by Supplier, and/or other uncontrollable or unanticipated causes.

Section 4. Confidentiality and Non-Circumvention. Participant acknowledges and agrees that the terms of this Rider and any energy plan (as described in Attachment I) provided to Participant under this Rider shall be considered confidential information of Supplier subject to the Participant Agreement and shall not be directly or indirectly revealed to a third party or utilized by Participant except as contemplated by this Rider without the prior written consent of Supplier.

Section 5. Ownership.

- 5.1 Supplier Information. Supplier has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; templates and report designs; and general purpose informational tools and other intellectual property (collectively, the "Supplier Information"). Supplier Information shall include, without limitation, (a) any new uses of, and/or modifications to, pre-existing Supplier Information and (b) any inventions, innovations, techniques, know-how or other intellectual property conceived and/or reduced to practice pursuant to activities undertaken under this Agreement that relate in any way to the Services provided by Supplier, whether the result of the sole efforts of Supplier personnel, joint efforts between Supplier personnel and Participant personnel, or sole efforts of Participant personnel (all of the foregoing, "New Information"). Participant further acknowledges that New Information shall not be considered "work made for hire."
- 5.2 Ownership of Deliverables. Except as provided below, the tangible items specified as deliverables or work product in this Rider, such as written reports, plans and analyses, to be provided to Participant ("Deliverables") shall become the property of Participant. To the extent that any Supplier Information is contained or otherwise embodied in any of the Deliverables, Supplier hereby grants Participant a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Supplier Information solely in connection with the Deliverables.
- 5.3 Ownership of Supplier Property. To the extent that Supplier utilizes any of its property (including, without limitation, Supplier Information or any hardware or software) in connection with the performance of Services, such property shall remain the property of Supplier and, except for the limited license expressly granted in the preceding paragraph, Participant shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that (a) Supplier shall own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Supplier Information and (b) Supplier may employ, modify, disclose, and otherwise exploit the Supplier Information (including, without limitation, providing services or creating materials for other clients). Supplier does not agree to any terms that may be construed as precluding or limiting in any way its right to (x) provide informational or other services of any kind or nature whatsoever to any person or entity as Supplier in its sole discretion deems appropriate, including competitors of Participant, or (y) develop for itself, or for others, materials that are competitive with those produced as a result of the Services, irrespective of their similarity to the Deliverables.
- 5.4 Intellectual Property Rights. For purposes of this Section, Supplier's rights to "intellectual property" shall be construed as broadly as possible and shall include, without limitation, U.S. and foreign patents, patent applications, copyrights, copyright applications and registrations, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, mask works, trade names, trade secrets, service names, domain names and all other names, logos and slogans, and all amendments, modifications and improvements to any or all of the foregoing and all licenses, contracts and/or agreements relating to any or all of the foregoing and all rights related to any of the foregoing.

Section 6. Survival. Sections 4 and, 5 shall survive for a period of one (1) year following any termination or expiration of this Rider.

This Rider shall not be binding or enforceable against either Party unless and until signed by an authorized representative of such party. This Rider. May be executed by facsimile and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:
Title:
Date:

Printed Name:
Title:
Date:

Attachment I – SERVICES

Services: The following informational services to be performed by Supplier with respect to Participant's Account(s) are referred to collectively in this Attachment and the Agreement as the "Services":

- A. Participant Usage Data Collection: Participant's historical interval usage data will be collected to the extent made available by the applicable Utility or Participant and after the effective date of this Rider, all future usage data will be collected by Supplier.
- B. Energy Planning Services¹: Supplier will support Participant in developing a plan for managing energy costs over time, including by helping Participant to obtain get greater predictability of electricity supply costs and by developing a plan to reduce exposure to mutually agreed risk factors. Services will include:
 - a. *Participant Risk Profile*. Assess Participant's risk profile by completing an energy price risk questionnaire and constructing a specific risk profile based on Participant's responses.
 - b. *Procurement Strategy Assessment*. Using Participant specific data and market information, provide an analysis of Participant's expected electricity spend and riskiness of pursuing mutually identified potential energy procurement strategies. The analysis will also show an estimated budget and the upside and downside risk against such budget considering any percentage of fixed energy cost
 - c. *Risk Mitigation Strategies*. Supplier will determine optimum volume to fix over time to match Participant's Risk Profile and set budget targets for managing energy costs.
- C. Market and Regulatory Intelligence Services¹: Supplier will regularly provide Participant market and regulatory updates through common formats that include webinars, reports, and meetings, including:
 - a. *Market Updates*. A summary of trends in electricity, natural gas, crude oil and coal markets, including regional weather forecasts, changes in regional market prices, and additional updates on factors that ultimately may impact Participant's business.
 - b. *Regulatory Updates*. Summaries of regulatory changes taking place within each respective energy market
- D. Reporting Services²: Participant will receive the following i2i reports in order to allow decision makers to monitor their energy plan over time:
 - a. *Key Performance Indicator Report (KPI)*. A monthly report that compares the performance between forecasted costs and usage with the costs associated with the executed energy plan and actual costs incurred.
 - b. *Net Open Position (NOP) Report*. A monthly report that shows the size and percent of peak vs. off-peak power (if applicable) as well as usage that is fixed vs. index during the term of the Agreement
 - c. *Cost Report*. A summary of Participant's monthly spend by Account and benchmarks of total expenditures based on historical costs and usage.

² Any report or other communication provided to Participant regarding the Services described hereunder ("Reports") is not to be construed as an offer to sell or a solicitation of an offer to buy electric power, natural gas, coal, fuel oil or any other energy commodity. These Reports are provided to the Participant for informational purposes only and should not be construed as advice regarding the purchase or sale of exchange-traded futures, options contracts or energy commodities. Any such Report is based, in part, upon factual information obtained from sources believed to be reliable, but the accuracy of such information is not guaranteed. Past performance is not necessarily indicative of future results. Furthermore, the forward-looking information and analysis that may be contained in any such Report may be based upon: (a) a number of viable factors and assumptions that are constantly changing and (b) Supplier's subjective judgments and opinions. Such information will be provided as of the date of any such report (with no obligation on Supplier's part to update) and is subject to change. Reliance upon any such information and analysis in such a Report for decisions is at the sole risk of Participant.



Exhibit I
MASSACHUSETTS HOUSING AUTHORITY RIDER (if applicable)

Exhibit I to Form of Participant Agreement

Massachusetts Housing Authority Rider

This Exhibit I shall apply only to Participant Agreements between Supplier and Eligible Members that are entities created or existing under M.G.L. c. 121B § 3 (regarding the creation of housing and urban renewal operating agencies by cities and towns in the Commonwealth of Massachusetts).

1. **Labor Laws:** Pursuant to 760 CMR 410(1) (<http://www.state.ma.us/dhcd/regulations/newregs/4.htm>), discriminatory employment practices are prohibited with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related, by the Supplier, its subSuppliers, manufacturers and suppliers on the basis of race, color, religion, national origin, gender, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children or political beliefs.

2. **Intentionally Omitted.**

3. **Certificates:** Supplier certifies as follows:

(a) **Tax Compliance Certification:** Pursuant to M.G.L. c. 62C § 49A(b), each person signing this Agreement on behalf of Supplier hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief, Supplier has complied with any and all applicable state tax laws.

(b) **Certificate of Non-collusion:** Supplier certifies under penalties of perjury that this Agreement has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity of group of individuals.

(c) Supplier, if a foreign corporation, hereby certifies that it is in compliance with M.G.L. c. 181 § 4 and that the name and address of the resident agent is: Resident Agent: CT Corporation Address: 101 Federal Street, Suite 300, Boston, Massachusetts 02110.

(d) Supplier covenants that; (1) it presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c. 268A, as amended from time-to-time;

(2) in the performance of this Agreement, no person having such an interest shall be employed by Supplier, and; (3) no partner or employee of Supplier is related by blood or marriage to any Commissioner or employee of Participant.

4. **Contract Price:** As payment for Electricity supplied by Supplier under this Agreement, Participant shall pay Supplier in accordance with this Agreement. To the extent that materials and supplies are used or incorporated in the performance of this Agreement, Supplier is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. Notwithstanding Section ___ 19 of this Agreement, Supplier shall be responsible for paying all other taxes and tariffs of any sort related to the Electricity.

Exhibit J
CT Environmental Disclosure



Label date: 1/22/17
Constellation Energy, Inc.
Electric Generation Disclosure Label [see other side](#)
1310 Point Street, Baltimore, MD 21231
Customer service phone #1-888-635-0827 website www.constellation.com

What is this label about?
It's about helping you compare the benefits of generation service offers of (Insert Supplier) to those of other competitive electric suppliers and to (CL&P or UI).
To our customers:
Electric generation service in Connecticut can be provided to you by licensed Suppliers, CL&P, or UI. This is a choice you can make. This Constellation disclosure label can be used to compare prices and other items (such as generation power sources and renewable sources) to those that other Suppliers, CL&P or UI may offer you.

Important considerations in making your comparisons and choice:

- Ask the Supplier, CL&P or UI if its offer is all-inclusive or not all-inclusive, so you can make the right comparison and choice. Suppliers, CL&P and UI in Connecticut are required to disclose this information to you in their labels.
- An all-inclusive offer includes all charges and fees related to the generation portion of your electric bill included in the price of the Generation Service Charge (GSC). A Not all-inclusive offer does not; thus, there are other charges and/or fees that you would be assessed in addition to the GSC.
- Check any contract or agreement you are considering from a Supplier for specifics on price, such as whether pricing is fixed or variable, the term/length of contract, and any other charges, enrollment fees, deposits or requirements for which you are responsible.

Other questions you can ask a potential supplier:

1. Is the Supplier licensed by the CT DPUC?
2. Ask the Supplier to estimate your electric generation costs relative to CL&P's/UI's and explain other possible benefits of switching your service. The average residential customer in CT uses 700 kWh per month. This would be a good comparison starting point. Some examples of the possible benefits are cost savings, budget certainty, risk management, product offerings and renewable energy.
3. How does the Supplier's all-inclusive price compare with the current CL&P or UI GSC charge?
4. Will the Supplier's price change when the CL&P or UI GSC price changes or is it fixed for the term of the contract/agreement?
5. If I switch to a Supplier, will my GSC charge still be on the CL&P/UI bill or will I receive a separate bill from the supplier?
6. If a Supplier issues a separate bill to me, will there be a late payment fee and, if so, what is the annual percentage charge?
7. Does the Supplier offer a choice of energy sources, such as renewable energy?
8. What is the Supplier's contact information if I have questions? Contact information should include the Supplier's phone number, customer service hours, mailing address and contact name.

For Pricing Information - See the "Account Schedule" page in your contract.

Reminder: Your monthly electric bill also has a section for delivery service. This service is for the poles, wires, transformers and all of the other services to deliver electricity to your home or business. Delivery service charges do NOT include what you pay for your electric Generation Service in the GSC charge. You pay delivery service charges whether you buy your electricity from CL&P, UI or any other supplier.

Label date: 1/23/17

Your Electric Generation Disclosure Label
from Constellation

see other side

Power Sources	New England Power Pool System Mix
Coal	4.05%
Natural Gas	38.60%
Oil (Diesel, Jet, Oil)	11.64%
Nuclear	28.54%
Connecticut Qualified Renewable Sources	9.38%
Other, Misc.	7.79%
Total	100.00%

System Mix source: NEPOOL GIS Reports (Q1-2015 through Q4-2015). CT Qualified Sources includes CT Class I & CT Class 2 only. Supplier Known Sources are part of the system mix, but renewable sources are disclosed separately in the Supplier Compliance chart for CT RPS below.

CT Renewable Portfolio Standards (insert Supplier Name) Compliance				
	Class I	Class II	Class III	Total
Actual 2012	9.0%	3.0%	4.0%	16.0%
Actual 2013	10.0%	3.0%	4.0%	17.0%
Actual 2014	11.0%	3.0%	4.0%	18.0%
Actual 2015	12.5%	3.0%	4.0%	19.5%
Required 2016	14.0%	3.0%	4.0%	21.0%

About Power Sources

Your electricity is transmitted across the New England electric system, which receives electricity from power plants throughout the region to meet the requirements of all customers in New England. The "New England Power Pool System Mix" represents the percentage of power supply from each power source in the regional system. Suppliers are responsible for generating and/or purchasing electricity that is added to the electric system in an amount equal to your electricity use. To promote the development of renewable/clean sources, Connecticut, through legislation called the Renewable Portfolio Standard (RPS), requires all Suppliers to acquire specific percentages of energy from renewable resources. CT RPS sources are defined as Class I, Class II and Class III. Class I renewable sources include solar power, fuel cells, methane gas from landfills, ocean thermal power, sustainable biomass, wave or tidal power, low emission advanced renewable energy conversion technologies, and certain run-of-river hydropower. Class II renewable sources include trash-to-energy, certain biomass facilities, and certain run-of-river hydropower facilities. Electricity generation from renewables has lower emissions and less of an impact on the environment than that produced from conventional fossil fuels. As an alternative to providing the RPS requirements a Supplier may pay an alternative compliance payment. Class III sources include CT commercial & industrial facilities using combined heat and power systems with at least 60% operating efficiency, a waste-heat recovery system or electricity savings from energy efficiency measures.

Air Emissions from Power Sources

The air emissions listed below are produced when certain fuels are used to generate electricity.

Carbon Dioxide (CO₂) is released when coal, oil, natural gas, trash, methane and biomass are burned. Carbon dioxide, a greenhouse gas, is thought to be a major contributor to global warming.

Nitrogen Oxide (NO_x) is formed when fossil fuels, trash, methane and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may contribute to respiratory illness. NO_x also accelerates vegetative growth in lakes and coastal waters which may lead to oxygen deprivation which is destructive to fish and other aquatic life.

Sulfur Dioxide (SO₂) is formed when fuels containing sulfur are burned, primarily coal, oil and trash. Health risks associated with SO₂ include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO₂ combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, is detrimental to crops and forests and accelerates the deterioration of buildings and monuments.

Additional Information:

This label provides information on the New England regional electric system power sources and the air emissions related to electricity generation. For additional information on Supplier prices, power sources and air emissions, visit the CT DPUC's Electric Supplier Info Database, www.dpuc.state.ct.us/el_aggr.nsf

In the case of an emergency or power outage, please contact your utility. UI customers call 1-800-7CALL UI (1-800-722-5564); and CL&P customers call 1-800-286-2000.

The Connecticut Department of Public Utility Control, Ten Franklin Square, New Britain, CT 06051
Toll-free 1-888-622-DPUC (3782) www.ct.gov/puc

Suppliers are required to post their Disclosure Label(s), and updated versions as they occur, to the Electric Supplier Info Database on the DPUC's website.

DPUC Disclosure Label-Supplier-template-06-2010



Constellation

An Exelon Company

EXHIBIT K-1 (RTT-Energy Purchases) CONSTELLATION NEWENERGY, INC.

Retail Trade Transactions ("RTT") Confirmation

Pricing Expiration Date: 5:00 PM Eastern Prevailing Time on <Insert Date>

This Retail Trade Transactions Confirmation ("RTT Confirmation") is being entered into by and between CONSTELLATION NEWENERGY, INC. ("Supplier") and <Participant Name> ("Participant") pursuant to and in accordance with a PowerOptions Participant Agreement for the Sale and Purchase of Electricity ("Participant Agreement") and a transaction confirmation or pricing schedule (the "Transaction Confirmation" and/or "TC") [Insert Date of TC] as applicable, between Supplier and Participant. Any reference in the Participant Agreement or the TC, as applicable, or this RTT Confirmation to the "TC" or the "Agreement" shall include this RTT Confirmation. Capitalized terms used but not defined herein shall have the meanings ascribed to elsewhere in the Agreement. To the extent that the Participant Agreement and/or the TC and this executed RTT Confirmation contradict each other, this fully executed RTT Confirmation shall control. The Parties agree to the sale/purchase of the products identified below under the following terms and conditions:

1. RTT Confirmation Detail Table

No. of Service Accounts:

RTT Contract Number	Product	Sell	Commodity	RTT Start Date	RTT End Date	Delivery Point	Time Pattern	Holidays	Quantity	Qty UOM	Price (\$/ kWh)	LDC Account Number

2. Definitions

2.1. RTT Confirmation Detail Definitions

2.1.1. **Commodity** means the commodity for the transaction set forth in this RTT Confirmation as defined in the Commodity Definitions below.

2.1.2. Commodity Definitions

2.1.2.1. **Energy** means the requirement to supply electrical energy to meet the needs of Customer's Account(s) as defined by the relevant ISO or other electrical system governing authority as applicable.

2.1.2.2. **Natural Gas** is defined as meaning the requirement to fix some portion of the natural gas price associated with purchases of electricity when the purchase price is stated as a heat rate.

2.1.3. **Holidays** means the days designated as holidays per the Holidays Definitions below.

2.1.4. **Delivery Point** means the point of interconnection between the ISO-controlled grid or a third-party transmission system and/or distribution system, as applicable, and the Utility's transmission system and/or distribution system at which the commodity will be delivered for settlement purposes.

2.1.5. **Price** means the price to be paid per unit for the commodity. The price may be stated in dollars or as a heat rate. See Product Definitions, below.

2.1.6. **Product** means the specific type of product purchased in the RTT Confirmation. See Product Definitions below.

2.1.7. **Quantity** means the amount of the commodity sold in each hour for the hours in which the commodity is defined to be provided.

2.1.8. **RTT Contract Number** means the contract number in Supplier systems used to identify the specific RTT.

2.1.9. **RTT End Date** means on or about the date set forth above in which the commodity ceases to be provided to the Accounts, subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product continue past the End Date of the underlying TC. This RTT Confirmation shall not automatically renew.

2.1.10. **RTT Start Date** means on or about the date set forth above in which the commodity begins to be provided to the Accounts subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product start prior to the Start Date of the underlying TC.

2.1.11. **Sell** means that Supplier is selling and the Customer is purchasing the commodity as set forth in this RTT Confirmation.

2.1.12. **Time Pattern** means the days of the week and hours of those days when the commodity will be provided between the RTT Start Date and RTT End Date subject to definitions of Holidays. See Time Pattern Definitions below.

2.1.13. **Utility Account numbers** means the list of Account(s) participating in the purchase of the RTT for purposes of invoice calculation based on the Utility account numbers, recognizing that such account numbers may be updated or replaced from time to time by the LDC, ISO, or other authorized entity.

2.2. Product Definitions

2.2.1. **Electric Block or Fixed Energy Contract Quantity** fixes the unit Price and the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays.

2.2.2. Electric Fixed Price Percent Of Load or Incremental Fixed Energy Contract Quantity Percentage fixes the unit Price for a fixed percentage of the total requirement of the specified commodity for the specified Delivery Point, Time Pattern, and Holiday Pattern.

2.2.3. Electric Block DA fixes the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays. The price will be the day ahead market price established by the Independent System Operator (ISO) plus the stated adder listed under Price.

2.2.4. Gas Block fixes the Gas Price and the Quantity for the specified Delivery Point, Time Pattern, and Holidays. This product is used only when the customer has previously purchased a Heat Rate Block and is used to fix the Gas Price for a portion of heat rate block(s).

2.2.5. Gas Fixed Price Percent of Load fixes the Gas Price for a fixed percentage of electric usage for the specified Delivery Point, Time Pattern, and Holiday Pattern. This RTT is used only when the base contract price is stated as a heat rate.

2.2.6. Heat Rate Block fixes the unit Price and the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays. The unit Price is a heat rate, meaning that the price for the electricity will be determined by the price of natural gas multiplied by the heat rate. The gas price index is NA, the gas price index location is NA, the electric price index is NA. The Gas Price for a Heat Rate Block may be fixed for some or all of the Heat Rate Block volume by the purchase of a Gas Block.

2.3. Time Pattern Definitions

2.3.11. Eastern 2x16 means Eastern Prevailing Time, Sat, Sun, and applicable Holidays from 7:00 a.m. through 11:00 p.m.

2.3.12. Eastern 2x24 means Eastern Prevailing Time, Sat, Sun, and applicable Holidays for all hours.

2.3.13. Eastern 5x16 means Eastern Prevailing Time, Mon. through Fri. from 7:00 a.m. through 11:00 p.m. excluding Holidays.

2.3.14. Eastern 5x8 means Eastern Prevailing Time, Mon. through Fri. from midnight through 7:00 a.m. and 11:00 p.m. through midnight.

2.3.15. Eastern 7x16 means Eastern Prevailing Time, Sun. through Sat from 7:00 a.m. through 11:00 p.m.

2.3.16. Eastern 7x8 means Eastern Prevailing Time, Sun. through Sat from midnight through 7:00 a.m. and 11:00 p.m. through midnight.

2.3.17. Eastern Whls NERC Off Peak means Eastern 5x8 and Eastern 2x24 as elsewhere defined.

2.3.18. Eastern Whls NERC Peak means Eastern 5x16, as elsewhere defined.

2.4. Holidays Definitions

2.4.1. NERC Holidays means holidays as defined by the North American Electric Reliability Council (NERC).

3. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

4. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this RTT Confirmation to contact Supplier and cancel (rescind) this RTT Confirmation.
Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this RTT Confirmation to cancel (rescind) this RTT Confirmation.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this RTT Confirmation to notify Supplier and cancel (rescind) this RTT Confirmation.

5. Additional Terms For Accounts located in Rhode Island.

5.1. **Rhode Island Division of Public Utilities.** Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

5.2. **Price Term Comparison.** Customer, may compare the price terms in this RTT Confirmation to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

Please provide executed copies of this RTT Confirmation to Supplier by no later than the Pricing Expiration Date set forth above via facsimile to (888) 829-8738 (Attention: Contracts Administrator). Failure to fax the completed documents to Supplier as indicated above may result in the inability to timely enroll Participant's Account(s) or to honor the prices set forth herein.

ACCEPTANCE. This RTT Confirmation shall not be binding or enforceable against Supplier unless and until signed by an authorized representative of Supplier.

IN WITNESS WHEREOF, the Parties have caused this RTT Confirmation to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>



Constellation

An Exelon Company

Exhibit K-2 Retail Trade Transaction Confirmation Form (REC-Hydro Purchase)

Pricing Expiration Date: 5:00 PM Eastern Prevailing Time on <Insert Date>

This Retail Trade Transactions Confirmation ("RTT Confirmation") is being entered into by and between CONSTELLATION NEWENERGY, INC. ("Supplier") and <Participant Name> ("Participant") pursuant to and in accordance with a PowerOptions Participant Agreement for the Sale and Purchase of Electricity ("Participant Agreement") and a transaction confirmation or pricing schedule (the "Transaction Confirmation" and/or "TC") [Insert Date of TC] as applicable, between Supplier and Participant. Any reference in the Participant Agreement or the TC, as applicable, or this RTT Confirmation to the "TC" or the "Agreement" shall include this RTT Confirmation. Capitalized terms used but not defined herein shall have the meanings ascribed to elsewhere in the Agreement. To the extent that the Participant Agreement and/or the TC and this executed RTT Confirmation contradict each other, this fully executed RTT Confirmation shall control. The Parties agree to the sale/purchase of the products identified below under the following terms and conditions:

1. RTT Confirmation Detail Table

No. of Service Accounts:

RTT Contract Number	Product	Sell	Commodity	RTT Start Date	RTT End Date	Geographic Region	Quantity	Qty UOM	Price (\$/ kWh)	LDC Account Number

2. Commodity

2.1. NewMix Hydro consists of renewable energy certificates sourced from Renewable Resources ("RECs") in an amount indicated in the RTT Detail Table. "Renewable Resource" means any hydroelectric electric power generator located within the United States. The RECs included in the NewMix Hydro commodity do not include any emission characteristics, tax credits, depreciation allowances or third party subsidies of any kind.

2.2. Emissions Reduction Disclaimer. Supplier makes no representations or warranties that the RECs procured hereunder are derived from sources that are "emission free" or that such RECs can be used as offsets or otherwise for compliance with any emission reduction program.

3. Definitions

3.1. RTT Confirmation Detail Definitions

3.1.1. Commodity means the commodity specified in the RTT Confirmation Detail Table above for the transaction set forth in this RTT Confirmation, as more specifically described in Section 2, Commodity above.

3.1.2. Price means the price to be paid per unit for the Commodity.

3.1.3. Product means the specific type of product purchased in the RTT Confirmation. See Product Definitions below.

3.1.4. Quantity means the amount or percentage of the Commodity sold in each hour for the hours in which the Commodity is defined to be provided.

3.1.5. RTT Contract Number means the contract number in Supplier systems used to identify the specific RTT.

3.1.6. RTT End Date means on or about the date set forth above in which the commodity ceases to be provided to the Accounts, subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product continue past the End Date of the underlying TC. This RTT Confirmation shall not automatically renew.

3.1.7. RTT Start Date means on or about the date set forth above in which the commodity begins to be provided to the Accounts subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product start prior to the Start Date of the underlying TC.

3.1.8. Sell means that Supplier is selling and the Participant is purchasing the commodity as set forth in this RTT Confirmation.

3.1.9. Utility Account Numbers means the list of Account(s) participating in the purchase of the RTT for purposes of invoice calculation based on the Utility account numbers, recognizing that such account numbers may be updated or replaced from time to time by the LDC, ISO, or other authorized entity.

3.2. Product Definitions

3.2.1. Green Electric Fixed Price Percent Of Load fixes the unit Price for an amount of the specified Commodity equal to the fixed percentage of total usage.

3.2.2. Geographic Region refers to the NERC Subregions listed below

MROW means Midwest Reliability Organization, West Region
ERCT means ERCOT
RFCW means Reliability First Corporation, West Region
MW means SERC Reliability Corporation, Midwest Region
NWPP means Northwest Power Pool
NYUP means Northeast Power Coordinating Council, Upstate NY Region.

4. **Supplier and LDC Contact Information.** Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer-care@constellation.com.

5. **Right To Rescind.**

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this RTT Confirmation to contact Supplier and cancel (rescind) this RTT Confirmation.

Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this RTT Confirmation to cancel (rescind) this RTT Confirmation.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this RTT Confirmation to notify Supplier and cancel (rescind) this RTT Confirmation.

6. **Additional Terms For Accounts located in Rhode Island.**

6.1. **Rhode Island Division of Public Utilities.** Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

6.2. **Price Term Comparison.** Customer may compare the price terms in this RTT Confirmation to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

Please provide executed copies of this RTT Confirmation to Supplier by no later than the Pricing Expiration Date set forth above via facsimile to (888) 829-8738 (Attention: Contracts Administrator). Failure to fax the completed documents to Supplier as indicated above may result in the inability to timely enroll Participant's Account(s) or to honor the prices set forth herein.

ACCEPTANCE. *This RTT Confirmation shall not be binding or enforceable against Supplier unless and until signed by an authorized representative of Supplier.*

IN WITNESS WHEREOF, the Parties have caused this RTT Confirmation to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>

PRODUCT CONTENT LABEL

CONSTELLATION LEGAL ENTITY NAME ® Green-e Energy Certified Renewable Energy Certificates

<Customer Name>

This is a renewable energy certificate (REC) product. For every unit of renewable electricity generated, an equivalent amount of RECs is produced. The purchase of RECs supports renewable electricity generation, which helps reduce conventional electricity generation in the region where the renewable generator is located.

This Product matches 10% of the estimated electricity usage for the term of the contract, and will be made up of the following mix of New Renewable Resources¹.

Green-e Energy Certified New Renewables in NewMixSM Wind Product

Technology	%	Location ²
Biomass	0%	
Geothermal	0%	
Eligible Hydroelectric ³	0%	
Solar	0%	
Wind	100%	New Mix Hydro
Total	100%	

Estimated Quantity of Renewable Energy Certificates⁵

Purchasing Mechanism:	Load Following
REC Source Location:	New Mix Hydro
Green Percentage:	%
Estimated Electricity Usage (kWh):	
Estimated Electricity Usage (MWh):	
REC Quantity:	

Conversion of REC acquisition to CO₂ equivalents⁶

EPA eGRID CO ₂ Output Emission Rate ⁷ :	lbs/MWh	
EPA eGRID CO ₂ Output Emission Rate:	MT/MWh	
CO ₂ equivalent of RECs:	Pounds	
CO ₂ equivalent of RECs:	Metric tonnes	

1. New Renewables come from generation facilities that first began commercial operation on or after January 1, 1997.
2. Generation location provided is estimated based on Green-e Energy National Standard methodology. We will report to you annually the actual generation location of the RECs provided to you by June 30th each year, for the preceding calendar year.
3. Eligible hydroelectric facilities are defined in the Green-e Energy National Standard (http://www.green-e.org/getcer/re_stand.shtml) and include facilities certified by the Low Impact Hydropower Institute (LIHI) (www.lowimpacthydro.org); facilities that are run-of-the-river hydropower facilities with a total rated nameplate capacity equal to or less than 5 MW; and facilities comprised of a turbine in a pipeline or a turbine in an irrigation canal.
4. For comparison, the current average mix of fuel sources supplying the US electricity grid is: Coal (48%), Nuclear (19%), Oil (2%), Natural Gas (22%), Large Hydroelectric (6%), Other Fossil Fuels (1%), and Renewables (2%). (From U.S. EPA eGRID2010 Version 1.0)
5. Estimated electricity usage provided below is based on historical usage as well as several other factors. This data most accurately reflects the forecasted electricity usage of the accounts at this time. We will report annually to you the actual electricity usage and the corresponding REC quantity provided to you by June 30th each year, for the preceding calendar year.
6. Renewable Energy Certificate purchases result in avoided CO₂ emissions due to a reduction in indirect emissions associated with displaced generation of grid electricity.
7. The conversion of REC acquisition to CO₂ equivalents to the left is an estimate based on forecasted electricity usage of the accounts as well as US EPA eGRID NERC region non-baseload output emission rates as posted at the time of contracting. (eGRID2010 Version 1.0)

***Green-e Energy certifies that NewMixSM Wind meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or logon to www.green-e.org.



**For specific information about this product, please contact CONSTELLATION LEGAL ENTITY NAME, 800-536-1349, www.newenergy.com



Constellation

An Exston Company

Exhibit K-3

Retail Trade Transaction Confirmation Form (REC-Wind Purchase)

CONSTELLATION LEGAL ENTITY NAME

Retail Trade Transactions ("RTT") Confirmation

Pricing Expiration Date: 5:00 PM Eastern Prevailing Time on <Insert Date>

This Retail Trade Transactions Confirmation ("RTT Confirmation") is being entered into by and between CONSTELLATION NEWENERGY, INC. ("Supplier") and <Participant Name> ("Participant") pursuant to and in accordance with a PowerOptions Participant Agreement for the Sale and Purchase of Electricity ("Participant Agreement") and a transaction confirmation or pricing schedule (the "TC") [Insert Date of TC], as applicable, between Supplier and Participant. Any reference in the Participant Agreement, the TC, as applicable, or this RTT Confirmation to the "TC" or the "Agreement" shall include this RTT Confirmation. Capitalized terms used but not defined herein shall have the meanings ascribed to elsewhere in the Agreement. To the extent that the Participant Agreement and/or the TC and this executed RTT Confirmation contradict each other, this fully executed RTT Confirmation shall control. The Parties agree to the sale/purchase of the products identified below under the following terms and conditions:

1. RTT Confirmation Detail Table

No. of Service Accounts: ()

RTT Contract Number	Product	Sell	Commodity	RTT Start Date	RTT End Date	Geographic Region	Quantity	Qty UOM	Price (\$/kWh)	LDC Account Number

2. Commodity.

2.1. NewMix Wind consists of Green-e Energy certified renewable energy certificates ("RECs"), sourced from wind Renewable Resources located within the Geographic Region in an amount indicated in the RTT Detail Table. "Renewable Resource" means any electric power generator meeting the eligibility criteria of a "New Renewable Resource" and an "Eligible Renewable Resource", as defined in the Green-e Energy National Standard. Green-e Energy certifies that the NewMix Wind RECs procured hereunder meet the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org. The RECs included in the NewMix Wind - Load Following product do not include any tax credits, depreciation allowances or third party subsidies of any kind.

2.2. Emissions Reduction Disclaimer. In accordance with Green-e Energy certification requirements, RECs procured hereunder include all greenhouse gas emission reduction benefits associated with the renewable generation that produced such RECs, including carbon dioxide (CO2) reduction benefits, but do not include emission reduction benefits associated with capped and traded pollutants, including sulfur dioxide (SO2), mercury (Hg), and the oxides of nitrogen (NOX). Furthermore, Supplier makes no representations or warranties that the RECs procured hereunder can be used as offsets or otherwise for compliance with any emission reduction program.

2.3. Change in Certification Standard. In the event that the Green-E Energy certification requirements are modified or repealed after execution hereof but prior to delivery of RECs hereunder, in such a way as to materially adversely affect the ability of a Party to perform its obligations hereunder or the benefits to be derived by a Party hereunder (each such occurrence, a "Change Event"), the Parties shall use commercially reasonable efforts to reform this transaction in order to give effect to the original intention of the Parties. If the Parties are unable, despite such efforts, to reform this transaction within thirty (30) days following such Change Event, the matter shall be resolved in accordance with the dispute resolution provisions applicable to the Parties.

3. Definitions

3.1. RTT Confirmation Detail Definitions

3.1.1. Commodity means the commodity specified in the RTT Confirmation Detail Table above for the transaction set forth in this RTT Confirmation, as more specifically described in Section 2, Commodity above.

3.1.2. Price means the price to be paid per unit for the Commodity.

3.1.3. Product means the specific type of product purchased in the RTT Confirmation. See Product Definitions below.

3.1.4. Quantity means the amount or percentage of the Commodity sold in each hour for the hours in which the Commodity is defined to be provided.

3.1.5. RTT Contract Number means the contract number in Supplier systems used to identify the specific RTT.

3.1.6. **RTT End Date** means on or about the date set forth above in which the commodity ceases to be provided to the Accounts, subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product continue past the End Date of the underlying TC. This RTT Confirmation shall not automatically renew.

3.1.7. **RTT Start Date** means on or about the date set forth above in which the commodity begins to be provided to the Accounts subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product start prior to the Start Date of the underlying TC.

3.1.8. **Sell** means that Supplier is selling and the Participant is purchasing the commodity as set forth in this RTT Confirmation.

3.1.9. **Utility Account Numbers** means the list of Account(s) participating in the purchase of the RTT for purposes of invoice calculation based on the Utility account numbers, recognizing that such account numbers may be updated or replaced from time to time by the LDC, ISO, or other authorized entity.

3.2. Product Definitions

3.2.1. **Green Electric Fixed Price Percent Of Load** fixes the unit Price for an amount of the specified Commodity equal to the fixed percentage of total usage.

3.2.2. **Geographic Region** refers to the NERC Subregions listed below

MROW means Midwest Reliability Organization, West Region

ERCT means ERCOT

RFCW means Reliability First Corporation, West Region

SRMW means SERC Reliability Corporation, Midwest Region

NWPP means Northwest Power Pool

NYUP means Northeast Power Coordinating Council, Upstate NY Region.

4. **Supplier and LDC Contact Information.** Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

5. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this RTT Confirmation to contact Supplier and cancel (rescind) this RTT Confirmation.

Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this RTT Confirmation to cancel (rescind) this RTT Confirmation.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this RTT Confirmation to notify Supplier and cancel (rescind) this RTT Confirmation.

6. Additional Terms For Accounts located in Rhode Island.

6.1. **Rhode Island Division of Public Utilities.** Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

6.2. **Price Term Comparison.** Customer may compare the price terms in this RTT Confirmation to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

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ACCEPTANCE. This RTT Confirmation shall not be binding or enforceable against Supplier unless and until signed by an authorized representative of Supplier.

IN WITNESS WHEREOF, the Parties have caused this RTT Confirmation to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

2018 PROSPECTIVE PRODUCT CONTENT LABEL

NewMix® is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefit of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see www.green-e.org/rec.

NewMix® matches xx% of your electricity usage for the term of the contract. The product will be made up of the following renewable resources.

Green-e Energy Certified New ² Renewables in NewMix®	Generation Location
-Wind	100% National
TOTAL	100%

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs.
2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.
For comparison, the average mix of energy sources in 2016 supplying the US includes: Coal (30%), Nuclear (20%), Oil (0%), Natural Gas (34%), Large Hydroelectric (7%), Wind (6%), Biomass (1%), Solar (1%), and Other (1%). (from U.S. Department of Energy/Energy Information Administration)
For specific information about this REC product, please contact Constellation NewEnergy, Inc., 866-237-7693, customercare@constellation.com, www.constellation.com.



NewMix® is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the non-profit Center for Resource Solutions. Learn more at www.green-e.org.



Exhibit K-4
CONSTELLATION NEWENERGY, INC.
FIS-Fixed (100% of Load Purchased)
Retail Trade Transactions ("RTT") Confirmation
Pricing Expiration Date: 5:00 PM Eastern Prevailing Time on <Insert Date>

This Retail Trade Transactions Confirmation ("RTT Confirmation") is being entered into by and between CONSTELLATION NEWENERGY, INC. ("Supplier") and <Participant Name> ("Participant") pursuant to and in accordance with a PowerOptions Participant Agreement for the Sale and Purchase of Electricity ("Participant Agreement") and a transaction confirmation or pricing schedule (the "Transaction Confirmation" and/or "TC") [Insert Date of TC] as applicable, between Supplier and Participant. Any reference in the Participant Agreement or the TC, as applicable, or this RTT Confirmation to the "TC" or the "Agreement" shall include this RTT Confirmation. Capitalized terms used but not defined herein shall have the meanings ascribed to elsewhere in the Agreement. To the extent that the Participant Agreement and/or the TC and this executed RTT Confirmation contradict each other, this fully executed RTT Confirmation shall control. The Parties agree to the sale/purchase of the products identified below under the following terms and conditions:

ARTICLE I. RTT Confirmation Detail Table
 No. of Service Accounts:

RTT Contract Number	Product	Sell	Commodity	RTT Start Date	RTT End Date	Delivery Point	Time Pattern	Holidays	Quantity	Qty UOM	Fixed Price Energy Cost (\$/ kWh)	LDC Account Number

2. **Fixed Price Energy Cost:** This FIS-Fixed RTT reflects that Participant has purchased energy for 100% of their load volume as further described below. During the term of this FIS-Fixed RTT Confirmation (RTT Start Date through RTT End Date as set forth above) Participant's Contract Price shall be equal to the fixed price ("Fixed Price Energy Cost") as set forth in the Summary Of RTT Confirmation Purchase(s) table below for each Account identified in the Account Schedule. This Fixed Price Energy Cost shall include the Retail Service Price (as defined under the TC or Participant Agreement) and the Fixed Cost Components as set forth in the Cost Components table below shall be "Fixed" during the Term of this FIS-Fixed RTT.

COST COMPONENTS COST TABLE:

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Renewable Portfolio Standard Costs	Fixed
CES Costs	Fixed

The Contract Prices contained in the Account Schedule have been reduced to reflect a Fixed credit to Participant for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The Contract Prices also include any credit costs and margin.

OF THE FIXED PRICE ENERGY COST

RTT Confirmation Purchase(s)	A	B
Summary of RTT Confirmation Purchase(s) Execution Date(s)	Incremental RTT Confirmation Fixed Purchase Price (\$/kWh)	Incremental RTT Confirmation Fixed Purchase Weighting Factor (%)
RTT Confirmation Purchase Execution Date 1	\$	TBD
RTT Confirmation Purchase Execution Date 2	TBD	TBD
RTT Confirmation Purchase Execution Date 3	TBD	TBD
RTT Confirmation Purchase Execution Date 4	TBD	TBD

C Total Weighted Average RTT Confirmation Fixed Energy Cost Purchase Price (\$/kWh)	D Total RTT Confirmation Fixed Purchase Percentage (%)	Fixed Price Energy Cost (\$/kWh)
	100%	

By signing here Customer indicates its acceptance of the terms and conditions on this page: _____ (signature of authorized representative)

Notes:

1. The Total RTT Confirmation Fixed Purchase Percentage (Column D) is the sum of Incremental RTT Confirmation Fixed Purchase(s) Weighting Factors (Column B).
2. The Total Weighted Average RTT Confirmation Fixed Energy Cost Purchase Price (Column C) is the sum of each Incremental RTT Confirmation Fixed Purchase Price (\$/kWh, Column A) multiplied by its corresponding Incremental RTT Confirmation Fixed Purchase Weighting Factor (Column B).
3. The Fixed Price Energy Cost (\$/kWh) is the sum of (a) fixed Cost Components listed above, (b) Retail Service Price under the TC or Participant Agreement (as applicable) referenced above, during the term of this FIS-Fixed RTT Confirmation only and (c) Total Weighted Average RTT Confirmation Fixed Energy Cost Purchase Price (Column C).
4. The Fixed Price Energy Cost (\$/kWh) is the fixed energy price (as set forth in the table above) that will be used to calculate the Participant's invoice during the term of this FIS-Fixed RTT Confirmation only.
5. To the extent that the previous RTT Confirmation(s) (listed in the table above) and this executed FIS-Fixed RTT Confirmation contradict each other, this fully executed FIS-Fixed RTT Confirmation shall control until the RTT End Date (as set forth above). For clarification purposes, upon the FIS-Fixed RTT End Date (as set forth above), any RTT Confirmation(s) that have not expired shall be used to calculate the Participant's invoice in accordance with the terms of TC or Participant Agreement (as applicable) until the RTT End Date set forth in that specific RTT Confirmation. The Parties agree that such RTT Confirmation(s) that have not expired can be used to enter into future FIS-Fixed RTTs.
6. Billing: During the term of this FIS-Fixed RTT, the Participant may be eligible to receive a single bill (LDC shall issue a bill that includes both Supplier and LDC charges); provided that there are no pass-through charges elected under the Cost Components table above. After the FIS-Fixed RTT End Date, the Participant shall be converted back to a dual bill method (Supplier and LDC each issue a separate invoice for their charges) in accordance with the terms of the FIS TC or Participant Agreement.

3. Definitions

3.1. RTT Confirmation Detail Definitions

3.1.1. **Commodity** means the commodity for the transaction set forth in this RTT Confirmation as defined in the Commodity Definitions below.

3.1.2. Commodity Definitions

3.1.2.1. **Energy** means the requirement to supply electrical energy to meet the needs of Participant's Account(s) as defined by the relevant ISO or other electrical system governing authority as applicable.

3.1.3. **Holidays** means the days designated as holidays per the Holidays Definitions below.

3.1.4. **Delivery Point** means the point of interconnection between the ISO-controlled grid or a third-party transmission system and/or distribution system, as applicable, and the Utility's transmission system and/or distribution system at which the commodity will be delivered for settlement purposes.

3.1.5. **Price** means the price to be paid per unit for the commodity. The price will be stated in dollars. See Product Definitions, below.

3.1.6. **Product** means the specific type of product purchased in the RTT Confirmation. See Product Definitions below.

3.1.7. **Quantity** means the amount of the commodity sold in each hour for the hours in which the commodity is defined to be provided.

3.1.8. **RTT Contract Number** means the contract number in SUPPLIER systems used to identify the specific RTT.

3.1.9. **RTT End Date** means on or about the date set forth above in which the commodity ceases to be provided to the Accounts, subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product continue past the End Date of the underlying TC. This RTT Confirmation shall not automatically renew.

3.1.10. **RTT Start Date** means on or about the date set forth above in which the commodity begins to be provided to the Accounts subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product start prior to the Start Date of the underlying TC.

3.1.11. **Sell** means that SUPPLIER is selling and the Participant is purchasing the commodity as set forth in this RTT Confirmation.

3.1.12. **Time Pattern** means the days of the week and hours of those days when the commodity will be provided between the RTT Start Date and RTT End Date subject to definitions of Holidays. See Time Pattern Definitions below.

3.1.13. **Utility Account numbers** means the list of Account(s) participating in the purchase of the RTT for purposes of invoice calculation based on the Utility account numbers, recognizing that such account numbers may be updated or replaced from time to time by the LDC, ISO, or other authorized entity.

3.2. Product Definitions

3.2.1. "Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this RTT Confirmation. Seller will reasonably determine an Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of cost for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as Seller may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

3.2.2. "Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

3.2.3. **Fixed Energy Contract Quantity** fixes the unit Price and the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays.

3.2.4. **Electric Fixed Price Percent Of Load or Incremental Fixed Energy Contract Quantity Percentage** fixes the unit Price for a fixed percentage of the total requirement of the specified commodity for the specified Delivery Point, Time Pattern, and Holiday Pattern.

3.2.5. **Electric Block DA** fixes the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays. The price will be the day ahead market price established by the Independent System Operator (ISO) plus the stated adder listed under Price.

3.2.6. "Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule.

3.2.7. "FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a Change in Law pursuant to the Change in Law Section of the Master Agreement.

3.2.8. "Massachusetts Clean Energy Standards Costs" ("CES Costs") means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts Department of Energy Resources, effective on August 11, 2017.

3.2.9. "MA Solar Carve-Out Program Costs" means any costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards Costs.

3.2.10. "Renewable Portfolio Standards Costs" means the costs or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program Costs) at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

3.3. Time Pattern Definitions

3.3.1. 7x24 means all days and all hours.

3.

3.3.11. Eastern 2x16 means Eastern Prevailing Time, Sat, Sun, and applicable Holidays from 7:00 a.m. through 11:00 p.m.

3.3.12. Eastern 2x24 means Eastern Prevailing Time, Sat, Sun, and applicable Holidays for all hours.

3.3.13. Eastern 5x16 means Eastern Prevailing Time, Mon. through Fri. from 7:00 a.m. through 11:00 p.m. excluding Holidays.

3.3.14. Eastern 5x8 means Eastern Prevailing Time, Mon. through Fri. from midnight through 7:00 a.m. and 11:00 p.m. through midnight.

3.3.15. Eastern 7x16 means Eastern Prevailing Time, Sun. through Sat. from 7:00 a.m. through 11:00 p.m.

3.3.16. Eastern 7x8 means Eastern Prevailing Time, Sun. through Sat. from midnight through 7:00 a.m. and 11:00 p.m. through midnight.

3.3.17. Eastern Whis NERC Off Peak means Eastern 5x8 and Eastern 2x24 as elsewhere defined.

3.3.18. Eastern Whis NERC Peak means Eastern 5x16, as elsewhere defined.

3.4. Holidays Definitions

3.4.1. NERC Holidays means holidays as defined by the North American Electric Reliability Council (NERC).

Section 4. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

Section 5. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this RTT Confirmation to contact Supplier and cancel (rescind) this RTT Confirmation.

Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this RTT Confirmation to cancel (rescind) this RTT Confirmation.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this RTT Confirmation to notify Supplier and cancel (rescind) this RTT Confirmation.

6. Additional Terms For Accounts located in Rhode Island.

6.1. **Rhode Island Division of Public Utilities.** Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

6.2. **Price Term Comparison.** Customer may compare the price terms in this RTT Confirmation to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

ACCEPTANCE. *This RTT Confirmation shall not be binding or enforceable against SUPPLIER unless and until signed by an authorized representative of SUPPLIER.*

IN WITNESS WHEREOF, the Parties have caused this RTT Confirmation to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>



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Exhibit L

ICAP TAG REDUCTION/PEAK RESPONSE PROGRAM

Peak Response Program Transaction Confirmation Rider

This Rider is entered into in connection with the Participant Agreement and Transaction Confirmation(s) (each, a "Transaction Confirmation") between Supplier Participant governing each account set forth on Schedule A. This Rider supersedes all prior agreements and understandings with respect to the participation of each Eligible Account (as defined below) in the Program, and may not be contradicted by any prior or contemporaneous oral or written agreement. Any conflict between this Rider and the Transaction Confirmation will be resolved in favor of this Rider with regard to the subject matter herein. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Participant Agreement.

PEAK RESPONSE PROGRAM. By participating in this peak response program (this "Program"), Participant may receive a Capacity Costs adjustment ("Peak Response Savings") by actively curtailing electricity usage in response to Supplier's notification (a "Peak Response Notification") that a peak setting interval may occur. Participant's participation in the Program is completely voluntary, and no penalties will be assessed by Supplier if Participant fails to respond to a Peak Response Notification. The Parties acknowledge and agree that no adjustments, credits or payments will be provided in the event Supplier reasonably believes Participant did not actively participate and reduce their load in direct response to a Peak Response Notification. Only accounts set forth on Schedule A below for which Participant is purchasing electricity pursuant to a Transaction Confirmation which extends through the date printed on Schedule A are eligible to participate in the Program (any such accounts, "Eligible Accounts"). In order to be an Eligible Account, the Account must be interval metered and Capacity Costs must be "Fixed" (or "Included in Price") under a Transaction Confirmation with respect to the Account(s).

PARTICIPANT ACKNOWLEDGEMENTS. Participant acknowledges and agrees that (i) it will not (A) use the information provided by Supplier pursuant to the Program for any purpose other than to reduce the interval metered usage of an Eligible Account or (B) share such information with any third party; (ii) each peak setting interval is determined solely by LDC or ISO; (iii) Supplier DOES NOT GUARANTEE A SET NUMBER OF PEAK RESPONSE NOTIFICATIONS OR THAT ANY PEAK RESPONSE NOTIFICATION WILL COINCIDE WITH AN ACTUAL PEAK SETTING INTERVAL and, accordingly, Supplier disclaims any liability for the success of Participant's participation in this Program; (iv) its participation in this Program will comply with all applicable Laws (including Laws relating to the use of distributed generation) and Supplier is in no way responsible for Participant's violation of any such applicable Laws; (v) emergency generation is not eligible for participation in this Program unless specifically authorized by applicable Laws and is only permissible if Participant holds all applicable environmental permits and certifications; (vi) Participant and Supplier will share Peak Response Savings in accordance with the terms of this Rider at the percentage identified in Schedule A; (vii) Peak Participant Savings shall be calculated in Supplier's sole discretion based on information it believes to be accurate and reasonable; and (viii) Supplier is not acting as Participant's consultant or advisor hereunder.

PROGRAM NOTIFICATION. Supplier will use commercially reasonable efforts to provide a Peak Response Notification for each Eligible Account to each email address set forth in Schedule B by no later than 10:00 AM local time on the day on which Supplier predicts a peak setting interval may occur. Participant must immediately notify Supplier about any changes in contact information for notifications.

CALCULATION OF PEAK RESPONSE SAVINGS. Each Payment Year, the Peak Response Savings for an Eligible Account will be calculated by using the Participant Baseline method; against which the interval metered usage during an event is compared. The Baseline Reduction shall be multiplied by the applicable ISO-NE capacity price(s) (including without limitation reserve margin and other ISO-NE adjustments) and Participant's Share identified on Schedule A. No Peak Response Savings will be applied to Participant's Capacity Costs to the extent Participant cannot demonstrate a Baseline Reduction was caused by Participant's active curtailment in direct response to a Peak Response Notification.

Credits. To the extent Peak Response Savings are actualized, Supplier will apply a one-time credit to Participant's account for the applicable Payment Year.

Adjustments. (i) If a Transaction Confirmation ends prior to the end of the applicable Payment Year, Participant's payments thereunder will be adjusted in order to provide Supplier with its share of the Peak Response Savings during the term of such Transaction Confirmation. (ii) If the ISO or LDC makes adjustments to any of the other values used in determining the Peak Response Savings, and such changes affect Supplier's calculation of the Peak Response Savings or any payment or credits made hereunder, Supplier will recalculate the Peak Response Savings and either (A) offset such amounts from future payments due hereunder or (B) issue a refund or additional invoice to Participant, as applicable. If this Rider terminates or expires in accordance with its terms prior to any such adjustment, the applicable provisions of this Rider will survive for the purpose of future credits or refunds between the parties.

GENERAL TERMS AND CONDITIONS

1.1. Definitions

"**Baseline Reduction**" means the amount, as measured by Supplier, by which an Eligible Account's Participant Baseline exceeds the Eligible Account's metered usage during a peak setting interval.

"**Participant Baseline**" means the amount of energy the Participant would have consumed during the curtailment time set forth in the Peak Response Notification absent a request to reduce as reasonably determined by Supplier ("Anticipated Consumption"). For each Eligible Account, the Anticipated Consumption shall be based calculated for each hour of the event based on the Eligible Account's hourly demand for the past 5 business days (excluding weekends, holidays and prior event days), averaging the highest demand hour ending for the 4 days with the highest demand.

Notwithstanding the foregoing, that Supplier reserves the right to alter its methodology in the event of a significant change in Participant's usage in Supplier's commercially reasonable discretion or in the event that regulatory changes deem a modification appropriate.

"Payment Year" means, with respect to any Eligible Account, a successive 12 month period commencing after the expiration of the Baseline year. In no event will the Payment Year for the Eligible Account(s) extend beyond the Term of an applicable Transaction Confirmation.

2.1. Term. This Rider shall be effective with respect to each Eligible Account from the last date written below the signature block set forth in the Pricing Confirmation or Transaction Confirmation and shall terminate automatically upon the earlier of the termination or expiration of the respective Transaction Confirmation(s); provided that so long as any Transaction Confirmation(s) (including any renewals) governing an Eligible Account is in place between the Parties, this Rider shall automatically renew with respect to each such Eligible Account unless terminated by either Party upon 30 days written notice prior to the first day of the next Payment Year. This Rider will also terminate with respect to an Eligible Account in the event that (i) the Eligible Account becomes inactive, is sold, or is closed by the LDC or (ii) Participant decides to alter the treatment of Capacity Costs under the Transaction Confirmation from "Fixed (or Included in Price)" to "Passed Through." At such time, the Peak Response Savings payable to Participant will be capped and no further credit will be applied to the Eligible Accounts. For the avoidance of doubt, the termination or expiration of this Rider (in whole or in part) shall not in and of itself terminate the applicable Transaction Confirmation.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Schedule A

For: [Insert Participant]

Supplier shall have no obligation to provide services to any account(s) that are not identified on the Account Schedule below.

Please verify that the specific information below is COMPLETE and ACCURATE.
Participant's review and acceptance of this information will help ensure accurate future invoices

SO	LDC	LDC Account Number	Service Address

*All listed Account(s) must be Interval metered at a maximum interval of One-hour or otherwise will not be eligible for any Peak Response Savings.

Participant Share %: 90%

Schedule B

Participant Notification Information

Participant Name	Email

PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SUPPLIER AT: (888) 829-8738

It is the Participant's responsibility to notify Supplier of any changes to the contact information above.

"Exhibit B"



Constellation
An Exelon Company

Form of Fixed Pricing Confirmation

FIXED PRICING CONFIRMATION NO. G258171.180602.0

POWEROPTIONS® PARTICIPANT
AGREEMENT FOR THE SALE AND PURCHASE
OF ELECTRICITY
BETWEEN PARTICIPANT AND SUPPLIER

This Pricing Confirmation No. G258171.180602.0 dated as of _____ 2018, under the PowerOptions® Participant Agreement for the Sale and Purchase of Electricity (collectively, the "Agreement") currently in effect between City of Woonsocket RI ("Participant") and Constellation NewEnergy, Inc. ("Supplier") effects Participant's exercise of the Fixed Pricing Option in accordance with the terms of the Fixed Price Transaction Confirmation set forth in Attachment 1. Participant may elect to participate in other alternative programs as set forth below.

Participant and Supplier agree and confirm as follows:

1. Definitions. Unless otherwise defined herein, initially capitalized terms used herein shall have the meanings ascribed to them in the Agreement.
2. Fixed Price Confirmation. The Contract Price under the Agreement shall be determined in accordance with term and conditions set forth in Attachment 1 hereto, effective during the Purchase Period indicated on Attachment 1.
3. Purchasing Green-e Renewable Energy Credits (RECS): [] By checking the box, Participant is agreeing to the terms and conditions set forth on Attachment 2.
4. Full Force and Effect. All terms and provisions of the Agreement shall remain unchanged and in full force and effect, and nothing herein contained shall operate to release either party from its obligations under the Agreement.
5. Binding Effect. This Pricing Confirmation shall be binding upon and inure to the Parties and their respective successors and assigns. This Pricing Confirmation may be executed in counterpart.
6. Right to Rescind:
 - Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this Agreement to contact Supplier and cancel (rescind) this Agreement.
 - Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this Agreement to cancel (rescind) this Agreement.
 - Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this Agreement to notify Supplier and cancel (rescind) this Agreement.

FOR INTERNAL USE ONLY

Dated as of the date first set forth above.

Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc. {Supplier}

City of Woonsocket RI {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address:

FOR INTERNAL USE ONLY

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Sales Rep: Charlotte H Diogo G258171.180602.0 Printed: 1/15/2019

ATTACHMENT 1 TO EXHIBIT B - FIXED PRICE OPTION

(Transaction Confirmation)

This Transaction Confirmation ("TC") is entered into pursuant to and in accordance with a Participant Agreement executed on _____ by and between CONSTELLATION NEWENERGY, INC. ("Supplier") and City of Woonsocket RI ("Participant"), and is subject to all of the provisions, terms and conditions of such Participant Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Participant Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Participant Agreement.

Price Terms. The electricity rate Participant is paying is stated in the Account Schedule below. The Contract Prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Participant Agreement, provided, however, Participant's overall electricity bill may fluctuate monthly depending on Participant's usage variations, and whether certain cost components are being Passed Through (as defined below). Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges assessed or charged vary for any reason. At any time during the term of this TC, Participant may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Participant's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein.

Cost Components. Each of the items listed as "Fixed" below is included in Participant's Contract Prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Participant will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions or as defined in the Participant Agreement.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	N/A
Renewable Portfolio Standard Costs	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to Participant for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The prices also include any credit costs and margin.

Section 1.1, Definitions.

"Holdover Fee" means a cost of \$.005250 per kWh in the holdover rate.

"LMP" or "Holdover Market Price" means the ISO-published Day Ahead LMP for the ISO zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

"Massachusetts Clean Energy Standards Costs ("CES Costs")" means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts Department of Energy Resources, effective on August 11, 2017.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"SREC-II Expansion Program Costs" means any costs or charges related to procuring solar renewable energy or making alternative compliance payments to comply with the Solar Carve-Out II Expansion Program requirements set forth in the Massachusetts Department of Energy Resources ("DOER") Regulations as amended 225 CMR.14.00, effective April 8, 2016 and updated on July 1, 2016. Costs to comply with MA Solar Carve-Out Program(s) I and II, as required by the DOER, are included in Renewable Portfolio Standards Costs.

"Winter Reliability Program Costs" means those costs or charges that are incurred by load serving entities in the ISO service territory under the ISO's "Winter Reliability Program" as proposed or implemented during the Term of this Agreement. If Winter Reliability Program Costs are Fixed under this Agreement, any material additions, modifications or conditions to the treatment of Winter Reliability Costs under the ISO tariff or otherwise

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Errors and omissions excepted. PO Transaction Confirmation Rev Oct-01-2017 ()

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from the applicable Winter Reliability Program as last accepted or approved by FERC (or, if not yet accepted or approved, as last proposed by the ISO) as of the date of this Agreement shall be deemed a Change in Law pursuant to the Participant Agreement.

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. This TC shall not automatically renew, provided, however, service may be extended for a holdover term as described in the Participant Agreement.

Section 2.2. Miscellaneous. Additional required rules, Laws and regulations shall apply to as follows:

See Exhibit E-1: for Massachusetts Accounts

See Exhibit E-2: Connecticut Accounts

See Exhibit E-3: Rhode Island Accounts

Section 2.3. Seller and UDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Seller regarding its invoice or other matters concerning this TC at Seller's Participant Service Department by toll-free telephone at 844-636-3749, or email at ParticipantCare@Constellation.com.

PARTICIPANT AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500.

Section 2.4. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this TC to contact Supplier and cancel (rescind) this TC.

Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to cancel (rescind) this TC.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to notify Supplier and cancel (rescind) this TC.

Section 2.5. Additional Terms For Accounts located in Rhode Island.

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

Price Term Comparison. Customer may compare the price terms in this TC to Customer's current electricity supplier listed on your electric bill by going to <http://www.nj.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

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ACCOUNT SCHEDULE:

For: City of Woonsocket RI

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on January 15, 2019

Seller shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts: 117

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	0036553009	Sixth Ave, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	0036683002	Fairmount STLTS BPRK Pole 13, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	0037374002	1500 Manville Rd, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	0037457006	Logee St Pole 29, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	0037729007	Hamlet Ave Pole 6-1, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	0076966008	Park East Dr., Woonsocket, RI 02895	01/30/19	11/26/21	\$0.07190
NECO	0095905007	169 Main St, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	0112796004	Social St LGT Pole 12-1, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	0113127003	Blackstone St Pole 1-1A, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	0113872003	Diamond Hill Rd, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	0114365007	Bernon St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	0337058009	84 Social St IOR BSEN, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	0337059006	169 Main St LTS BST, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	0924645009	Davison Ave, Pole 1, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	1282806009	Providence St Pole 414 ED, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	1283265002	55 Asylum St Apt N Pole 4, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	1283316004	Diamond Hill Rd Pole 88B, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	1283320008	Diamond Hill Rd HT Pole 80, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190

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NECO	1283918008	85A6A Manville Rd, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	1339502001	169 Main St, Woonsocket, RI 02895	01/31/19	12/01/21	\$0.07190
NECO	2530257000	Diamond Hill Rd, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	2530729001	Providence St, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	2530779001	S Main St Pole 14-00, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	2530796002	568 Logee St Pole 22, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	2567819007	706 Social St Pole 33, Woonsocket, RI 02895	01/30/19	11/26/21	\$0.07190
NECO	2567821007	Manville Rd, Woonsocket, RI 02895	01/30/19	11/26/21	\$0.07190
NECO	2585511004	Island Fl Museum Pole 2-1, Woonsocket, RI 02895	01/31/19	12/01/21	\$0.07190
NECO	2601173006	Bernon St LTS Pole 8S, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	2601174003	Island Fl BLTS Pole 2-1, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	2601178001	240 Clinton St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	2601439009	N Main St PMP BSWR Pole 42-1, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	2601483007	Edwards St Pole 5, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	2601729008	228 Priviledge St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	2602695001	Island Fl Pole 5, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	2602906009	Mendon Rd Pump Pole 14/3, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	2812889000	60 High St OOL BSCH, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	3777180009	169 Main St, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	3777694008	1117 River St, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	3778045009	Park Ave Sig BTRF Pole 3, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	3778567019	176 Davison Ave Pole 10, Woonsocket, RI 02895	01/31/19	12/01/21	\$0.07190
NECO	3815479007	357 Park Fl Pole 3-1A, Woonsocket, RI 02895	01/30/19	11/26/21	\$0.07190
NECO	3815501004	Cass Ave Ice Bpol Pole 36, Woonsocket, RI 02895	01/30/19	11/26/21	\$0.07190
NECO	3832975008	Main St Pole 8A1, Woonsocket, RI 02895	01/31/19	12/01/21	\$0.07190

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NECO	3848552002	Island Pt Apt K SPAR Pole 5, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	3848995007	Winter St Sig BTRF Pole 31, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	3849108008	Social St Pole 6 ELBO, Woonsocket, RI 02895	02/01/19	12/02/21	\$0.07190
NECO	3849141003	228 Priviledge St Pole 12A2, Woonsocket, RI 02895	02/01/19	12/02/21	\$0.07190
NECO	3849155007	Mendon Rd STA BFYR Pole 37, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	3849199009	169 Main St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	3849311005	169 Main St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	3849561005	Rathbun St Pole 27 PRI, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	3850001001	11 Cumberland Hill Rd, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	5025007000	943 River St AGE, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	5025324006	Gilbert St BPRD Pole 7-1, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	5025362006	Olo St TA BCOS Pole 12, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	5025911009	Park Ave Pole 48, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	5025978004	25 Rhodes Ave Water, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	5079823005	Monument Sq LTS BST, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	5095545006	River Stills BTRA Pole 4 Rive, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	5095549004	240 Clinton St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	5095554005	LTS Main St HH105 LLEFT, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	5095601009	River St Pole 26, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	5095758003	Earle St STA BFYR Pole 12A, Woonsocket, RI 02895	01/28/19	11/24/21	\$0.07190
NECO	5095924007	Priviledge St Pole 12A2, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	5095982009	482 Aylsworth Ave, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	5096044008	23 Cumberland Hill Rd, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	5096924001	169 Main St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	5097093005	11 Cumberland Hill Rd, Woonsocket, RI 02895	02/01/19	12/02/21	\$0.07190

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NECO	5304226001	101 Reservoir Rd, Pole 26, Woonsocket, RI 02895	02/19/19	12/17/21	\$0.07190
NECO	5304458003	9 Cumberland Hill Rd/Pond BDOG, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	5318526005	169 Main St LTS BFLD, Woonsocket, RI 02895	02/25/19	12/25/21	\$0.07190
NECO	6272271008	Avenue A Pole 12, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	6272290003	173 Providence St. Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	6272445008	943 River St BLDG B, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	6273005008	Morton Ave Sig BTRF Pole 11, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	6273315009	Rhodes Ave, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	6309736003	Park East Dr STA BFMP Pole 2, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	6327194003	57 Island Pl, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	6342833001	Market Sq Pole 2 Mark, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	6342855007	High St Lot BPRK Pole 3-1, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	6342876006	River St Pole 8, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	6343179006	Social St FLO BBAL Pole 23, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	6343343006	9 Cumberland Hill Rd, Woonsocket, RI 02895	02/01/19	12/02/21	\$0.07190
NECO	6343348001	New land Ave FLO BBAL Pole 16, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	6344561008	169 Main St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	6549850013	85X% Manville Rd, RGE BFYR, North Smithfield, RI 02896	02/22/19	12/22/21	\$0.07190
NECO	6550480009	Reservoir Rd, Pole 28A, Woonsocket, RI 02895	02/19/19	12/17/21	\$0.07190
NECO	6550712006	240 Clinton St STA BPOL, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	6550713003	1208 Park East Dr PMP BSEW, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	7519714005	169 Main St, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	7520324008	Park Ave Sig BTRF Pole 26, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	7520613000	Logee St Pole 64, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	7556640000	Manville Rd ER BSEW Pole 64, Woonsocket, RI 02895	01/30/19	11/26/21	\$0.07190

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NECO	7556656008	1208 Park East Dr, Woonsocket, RI 02895	01/30/19	11/26/21	\$0.07190
NECO	7573916003	MH11 Main St LTS BTRA, Woonsocket, RI 02895	01/31/19	12/01/21	\$0.07190
NECO	7573930003	Depot Sq SIG BTRF, Woonsocket, RI 02895	01/31/19	12/01/21	\$0.07190
NECO	7589426001	Front St SIG BTRF Pole 13, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	7589487004	169 Main St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	7589771001	Social St SIG BTRF, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	7590059007	Cumberland Hill Rd Pole 5A, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	7590064008	New land Ave. Pole 16-1, Woonsocket, RI 02895	02/01/19	12/02/21	\$0.07190
NECO	7608268003	St Louis Ave. STA BPMP Pole 2, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	7796600002	3030 Clinton St Ray BUB, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	8767312003	65 Fifth Ave OOL BSCH POLE 27 OLO, Woonsocket, RI 02895	01/28/19	11/24/21	\$0.07190
NECO	8767922009	SIG BTRF Pole 5 - TRF, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	8768380005	Hamlet Ave Pole 6, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	8768450002	Logee St Light Pole 1, Woonsocket, RI 02895	02/22/19	12/22/21	\$0.07190
NECO	8804409003	Florence De Pole 1-1, Woonsocket, RI 02895	01/30/19	11/26/21	\$0.07190
NECO	8805034000	568 Logee St Pole 29 2, Woonsocket, RI 02895	01/30/19	11/26/21	\$0.07190
NECO	8821728007	303 Clinton St, Woonsocket, RI 02895	01/31/19	12/01/21	\$0.07190
NECO	8821734005	84 Social St, Woonsocket, RI 02895	01/31/19	12/01/21	\$0.07190
NECO	8837062001	Cumberland St Lot SIG L, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	8837729001	Cass Ave SIG BTRF Pole 5-TRF, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	8837732008	169 Victor St Pole 6, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	8837861004	169 Main St, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	8838318002	2345 Diamond Hill Rd, Woonsocket, RI 02895	02/04/19	12/03/21	\$0.07190
NECO	9043520000	Smithfield Rd, Woonsocket, RI 02895	02/19/19	12/17/21	\$0.07190

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SELLER AT 888-829-8738.

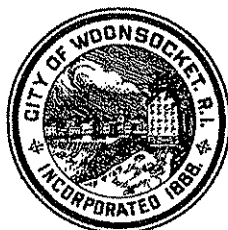
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City of Woonsocket Rhode Island



January 22, A.D. 2019

Resolution

ESTABLISHING A COMMUNITY DEVELOPMENT ADVISORY BOARD FOR THE CITY OF WOONSOCKET, RHODE ISLAND

WHEREAS, The City of Woonsocket Home Rule Charter, Chapter XI, Article 4 Sec 1 authorizes the City Council to create any board which is advisory to any department or agency of the City to serve concurrently during its term of office; and

WHEREAS, the United States Department of Housing & Urban Development awards the City of Woonsocket funds annually for housing rehabilitation and community development programs under the provisions of the Housing & Urban Development Act via the Community Development Block Grant Program, the HOME Rehab Program and other federal programs; and

WHEREAS, a condition of these entitlement grants is the submission to the US Department of Housing and Urban Development a Consolidated Plan and Annual Action Plan, which are the City's comprehensive planning documents and application for funding under the following community planning and development formula grant program: Community Development Block Grant (CDBG). HOME Investment Partnerships Program, and Emergency Shelter Grant (ESG), and

WHEREAS, a condition of the Consolidated Plan and Annual Action Plan, is the development and implementation of a detailed participation plan, which provides for, and encourages public input; and

WHEREAS, the Administration seeks to facilitate the condition of public input through the establishment of a Community Development Advisory Board and related appointments, which represent a divergence of community-wide views; and

WHEREAS, the City Council seeks to encourage appointments which represent a divergence of community-wide views.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

Section 1. That the City Council hereby establishes the 2019-2020 Community Development Advisory Board for the City of Woonsocket, Rhode Island, with a view toward soliciting, reviewing proposals and recommending goals and actions for implementation in its 2019-2020 CDBG, HOME & ESG Program Year.

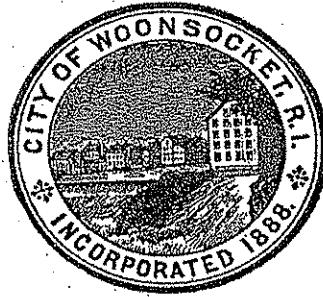
Section 2. That the Mayor is empowered to appoint members to the 2019-2020 Community Development Advisory Board.

Section 3. This Resolution shall take effect immediately upon its passage by the City Council.

Daniel M. Gendron,
Council President
By request of the Administration

City of Woonsocket Rhode Island

19 R 12



January 17, 2019 A.D.

Resolution

AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

WHEREAS, The City Assessor, recommends that the said taxes be cancelled and/or refunded in the amount as respectively and particularly set forth in said report

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:

Section 1: That the said above described report be incorporated in and attached to this resolution and that the said report be made a part and parcel hereof.

Section 2: That the City Council hereby orders that said taxes be cancelled and/or refunded.

Section 3: That the City Clerk of the City Council shall, upon the passage of this resolution forthwith certify to the City Treasurer and Tax Collector, of this city, that the taxes specified and itemized in said report have been cancelled and abated in the amounts as respectively and particularly set forth in said report; and that the Finance Director of the city of Woonsocket is hereby authorized, on the passage of this resolution, to make refunds in the amount or amounts as respectively and particularly set forth in said report.

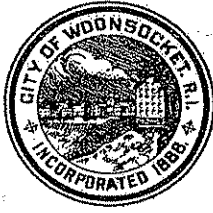
Section 4: This resolution shall take effect upon passage.

Acct. No.	Name	Year	Property	Trans. Date	Abatement
R00-0138-22	The Haven of Grace Ministries	2014- 2018	53 Coe Street 10L-448-028		\$93,864.78 (see attached)

Daniel M. Gendron
By request of The Administration

ASSESSOR'S
ABATEMENT CODES

<u>CODE</u>	<u>REASON</u>
50	- Erroneously assessed due to incorrect field data/incorrect classification
51	- Veteran/Blind/Elderly Exemption not applied
52	- Incorrect amount abated on previous abatement listing or error on prior certification
53	- Non-Utilization Tax assessed subsequent to sale of property or/assessed in error
54	- Homestead Exemption not applied/incorrectly classified
55	- Tax Exempt.
56	- Inventory exempt due to wholesaler's exemption
57	- Legal Residence – Out of Town – Prior to Assessment Date
58	- Registration Cancelled – Vehicle sold
59	- Vehicle traded in, or repossessed, and/stolen not recovered
61	- Vehicle garaged and/or registered out of City/State
62	- Double taxation on vehicle
63	- Over assessed on vehicle/registry error
64	- Incorrect year/model/make of vehicle
65	- Vehicle destroyed in accident
66	- Should have been tax lien
67	- Business relocated out of City prior to assessment date
68	- Double taxation on Business/over overassessed on business
69	- Out of Business – prior to assessment date/business sold to new owner & recertified
70	- Company erroneously included manufacturing equip/inv in their report of valuation
71	- Company erroneously included, leasehold expenses, cash and other expenses, and/or overstated their assets
72	- Removal of porches, decks, garages, pools, sheds or underground tanks
73	- Double taxation on Real Estate
74	- Over assessed due to adjustment in degree of building completion as of December 31 st
75	- Over assessed due to error in computation of valuation which was not in conformity with surrounding properties
76	- Building (s) demolished prior to assessment date
77	- Property was assessed at incorrect tax year/ incorrect tax rate/ incorrect field data
78	- Adjustment to property valuation due to extreme deterioration prior to assessment date
79	- Property sustained fire damage – prior to assessment date
80	- 5 +5 Plan
81	- Party deceased prior to assessment date
82	- Per Order of the City Council
83	- Original abatement was approved and granted last year, but not carried forward for this year's tax roll
84	- Per advice & recommendation of Law Dept.
85	- Per Court Order
86	- First Appeal/Submitted by the Tax Board of Assessment Review
87	- Wrong party – recertified//wrong classification-recertified
88	- Tax Exempt – Interstate Commerce Vehicles – Equipment assessed to tax exempt entity.
89	- Value reduced by R.I. Vehicle Value Commission
90	- Property taken over by the State for highway purposes
91	- Tax Settlement Agreement / "PILOT " Agreement / Option Agreement
92	- Bankruptcy
93	- Lot dropped and added to another lot
94	- Job Incentive Creation Program Exemption
95	- Due to the new software system an abatement must be done prior to a recertification of taxes
96	- Pro-Rated Homestead Exemption
97	- Assessment adjustment due to supporting documentation submitted by taxpayer
98	- Remove Homestead Exemption / recertified exemption credit
99	- Motor Vehicle Phase Out



City of Woonsocket

ASSESSING DIVISION, FINANCE DEPARTMENT

PO BOX B, 169 MAIN STREET

WOONSOCKET, RHODE ISLAND 02895

TEL (401) 767-9270 & (401) 767-9271

FAX (401) 597-6604

To: Honorable Members of the City Council

From: Elyse Paré, City Assessor

Date: January 16, 2019

Subject: **Proposed Abatement 53 Coe Street, The Haven of Grace Ministries**

The property at 53 Coe Street, owned by the Haven of Grace Ministries, has been taxed since 2014. With the anticipation of the proposed PILOT agreement for 53 Coe Street and abutting properties, 65 Coe Street and 43 Third Avenue, I am requesting that the taxes accrued be abated in full.

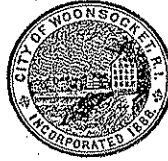
I am recommending the proposed abatements below for your approval:

2014 Tax Roll:	\$26,965.97
2015 Tax Roll:	\$27,432.88
2016 Tax Roll:	\$9,069.91
2017 Tax Roll:	\$11,425.22
2018 Tax Roll:	\$18,970.80

Sincerely,

Elyse Paré
City Assessor

City of Woonsocket,
Rhode Island



January 22, A.D. 2019

Resolution

IN SUPPORT OF HOUSE BILL H-5053 AND SENATE BILL S-38

- WHEREAS,** Rhode Island General Law § 3-7-19 restricts the sale of alcoholic beverages within two hundred (200) feet of any public, private, or parochial school, or a place of public worship; and
- WHEREAS,** a brewery has expressed interest in locating at 122 North Main Street in the City of Woonsocket which would require this exemption to be waived by the Rhode Island General Assembly; and
- WHEREAS,** the Woonsocket City Council is in support of the house and senate bills, which would grant this exemption that will promote a business friendly environment as well as to decrease vacancy, increase foot traffic, and bring in new visitors to the downtown area of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET, AS FOLLOWS:

- Section 1.** We respectfully request that the Woonsocket delegation to the General Assembly support the passage of H-5053 and S-38 to exempt 122 North Main Street from Rhode Island General Law § 3-7-19.
- Section 2.** That the City Clerk is hereby directed to forward an electronic copy of this resolution to all Representatives and Senators representing the City of Woonsocket, the Honorable Nicholas A. Mattiello, Speaker of the Rhode Island House of Representatives, the Honorable Dominick J. Ruggerio, President of the Rhode Island Senate, and the Honorable Governor Gina M. Raimondo.
- Section 3.** This act shall take effect upon passage.

Daniel M. Gendron
City Council President
By Request of the Administration